

SELECTOR[®] VARIABLE RATE INVESTMENT ADVISORY AGREEMENT

This Agreement is made and entered into as of the ____ day of _____, 20__ between Foy Financial Services, Inc. (“FFS”), a Nebraska corporation, and _____ (“Client”).

General Provisions

1. The Client hereby retains FFS to provide investment advisory services in accordance with the SELECTOR[®] Money Management Program (SELECTOR[®]) chosen by the client.
2. The Client, under advice by their Referring Investment Advisory Representative (RIAR), has chosen a SELECTOR[®] style of management that best meets their investment objective and needs.
3. FFS is responsible for providing advisory services for the Managed Assets in accordance with the selected SELECTOR[®] style of management. The Client agrees that, so long as this Agreement is in force, FFS shall be the exclusive agent authorized to exchange the Managed Assets covered by the Agreement. If the Client initiates or is aware of any third party initiating an exchange or any change in the account registration, the Client agrees to advise FFS immediately.
4. The Client authorizes the designated Custodian or Trust Company to send duplicate copies of applicable Client statements to FFS.

Discretionary Authority

5. The Client has consulted with their RIAR regarding the Client’s investment objectives, needs, and risk tolerance. The Client represents that the information provided to FFS is complete and accurate in all material respects. The Client agrees to notify FFS if any of the information provided should change, which would alter the Client’s investment objective and/or needs.
6. The Client appoints FFS as agent and attorney-in-fact with full discretion and authority to manage the Client’s accounts specified in this Agreement.

Custody

7. FFS shall at no time receive, retain, or physically possess any cash, securities, or other assets forming any part of the Client’s Account, except that it may issue such instructions as may be appropriate in connection with the payment of advisory fees payable to FFS as pursuant to this Agreement.
8. The Client retains the authority to transfer assets into and out of their account through the designated custodian.

Proxies

9. The Client assumes responsibility for voting proxies of all Managed Assets held in the Client’s name.

Applicable Federal and State Law

10. Nothing in this Agreement shall constitute a waiver or limitation of any rights, which the Client may have under applicable federal and state securities laws.
11. If any provision of this Agreement shall be made invalid by a court decision, statute, rule, or otherwise, the remainder of this Agreement shall not be affected.

Assignment of Agreement

12. This Agreement may not be assigned by either party to any person, firm, or corporation without the written consent of both parties.

Termination

13. Either party may terminate this Agreement at any time, for any reason, upon thirty (30) days written notice to the other party. In the event of such cancellation, the Client shall be entitled to a pro-rata refund of prepaid FFS advisory fees calculated from the effective date of termination.
14. FFS reserves the right to terminate this Agreement within 30 days of written notice if the Client fails to pay all fees and/or charges when due.
When the client is not provided a copy of ADV Part 2A and 2B at least 48 hours prior to signing an agreement, the client has 5 business days to cancel the agreement, without penalty. Any investment action taken by FFS in the Managed Assets during such five-day period prior to receipt of actual notice from the Client terminating this Agreement, shall be at the Client’s sole risk.

Referral

16. FFS’s advisory services are available through Referring Investment Advisory Representatives who have no direct advisory capacity with FFS. The RIAR may receive a portion of the advisory fee from FFS, as disclosed in the Separate Written Disclosure.

Release

17. The Client releases FFS from any loss or liability due to:
 - a. The Client’s failure to notify FFS in writing regarding any withdrawal from or addition to the client’s account, or any change in registration or account number.

- b. Any exchanges or other transactions in the Client's account initiated by any person or entity other than FFS, including the Client.
- c. Restrictions placed by the company on availability of management options in the product chosen by the client.
- d. Transaction or trading fees charged to the Client's account by the variable investment product.

Minimum Account Policy

- 18. Under normal circumstances and based on the minimum annual fees charged, FFS recommends that new accounts not be less than \$50,000.

Acceptance

- 19. The Client's account is not officially accepted for management until FFS has received correct, complete paperwork, verified all account information and account value, and completed all initial procedures necessary for management of the account. FFS's policy is to notify the Client by written confirmation upon such acceptance and to prorate the current quarter's fees from the date of acceptance.

Risks

There are risks inherent in managing assets, including, but not limited to, the following:

- 20. The Client understands that any investment program, including their selected Investment Program, involves certain inherent risks of loss and that no result can be guaranteed by FFS.
- 21. The Client understands that generally FFS will make investment decisions irrespective of the Client's individual tax situation. The Client should regularly review the appropriateness of the chosen Investment Program in relation to their goals and circumstances and they should be discussed with a tax consultant.
- 22. The Client acknowledges that the past performance of FFS's Investment Programs should not be construed as an indication of future results.
- 23. FFS may rely on information that is believed reliable, and FFS shall not be held accountable or liable for any loss suffered by the Client due to incorrect information provided.
- 24. FFS will use reasonable efforts to insure that the designated Custodian executes purchases and sales transactions in accordance with FFS's instructions. FFS accepts no responsibility for execution errors, communication errors, or operational delays beyond its control.
- 25. FFS makes no representations as to the appropriateness of the particular investment or Investment Program selected by the Client.

Fees and Charges

- 26. FFS will not enter into an investment advisory agreement, which provides for compensation to FFS on the basis of a share of the capital gains, or the capital appreciation of the funds or any portion of the funds of a Client.
- 27. Fees payable by the Client for advisory services rendered by FFS pursuant to this Agreement shall be billed each calendar quarter, in advance.
- 28. The quarterly advisory fee will be a percentage of the account value(s) at the end of the calendar quarter as determined by the annualized fee. The annualized fee is the sum of the FFS fee of 0.45% plus the referral fee paid to the Referring Advisory Agent, not to exceed a total of 2.50%, as specified on the Separate Written Disclosure.
- 29. It is agreed by the Client that the fee will be payable based upon the market value at the end of each quarter and that the fee will be paid in full within thirty (30) days of the date of FFS's invoice.
- 30. Additions to the client's account in excess of \$10,000 or more will be billed on a pro-rated basis as of the date of the addition. Distributions from a client's account in the amount of \$10,000 or more will be credited on a pro-rated basis as of the date of the distribution. The billing will take place at quarter end.
- 31. The Client's Account Custodian may charge additional and separate fees as described in its prospectus, unrelated to FFS investment advisory services.
- 32. Clients who elect to receive paper statements in lieu of electronic statements will be charged an additional \$15 per household per year.
- 33. Prior to having fees deducted via a qualified custodian, FFS will:
 - (i) Possess written authorization from the client to deduct advisory fees from an account held by a qualified custodian
 - (ii) Send the qualified custodian written notice of the amount of the fee to be deducted from the client's account
 - (iii) Send the client and itemized invoice including any formulae used to calculate the fee, the time period covered by the fee, and the amount of assets under management on which the fee was based.

Communications and Notices

- 34. Instructions relating to securities transactions may be given orally and, where FFS deems appropriate, may be confirmed in writing as soon as practicable after they are given. All notices, requests, demands and other communications hereunder shall be deemed to be duly given if delivered by hand, or if mailed by certified or registered mail with postage prepaid. If to FFS mail to Foy Financial Services, Inc., 12501 Holdrege St., Lincoln, NE 68527. If to the Client, mail to the address of record.

35. All notices, requests, demands and other communications hereunder shall be deemed to be duly given if delivered by hand, or if mailed by certified or registered mail with postage prepaid:

Entire Agreement

36. This agreement, together with its Exhibits, constitutes the entire agreement of the parties as to management of the Account(s), and may be amended only by written agreement signed by both parties.

Severability

37. The unenforceability or invalidity of any paragraph or provision of this Agreement shall not affect the enforceability or validity of the balance of this Agreement.

Miscellaneous

38. Except as expressly set forth herein, it is agreed that FFS has no other discretion, duty or responsibility whatsoever with respect to the control, management or administration of the Portfolio. This Agreement constitutes the sole and exclusive agreement between the parties hereto and shall supersede all prior agreements between the parties with respect to the Portfolio. The agreement may only be modified by a written instrument signed by both parties and shall be construed under the laws of the State of Nebraska as at that time are in effect.

39. Client acknowledges receipts of Part 2 of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Part 2A Appendix 1 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.

I would like to receive my statements and newsletters via electronic delivery to the email address listed below:

_____ @ _____

I prefer paper statements and understand this will add \$15 per household per year.

By providing your email address, you consent to receive electronic notifications that include quarterly statements, as well as occasional additional communication. These will be available at foyfinancial.com through your user ID and login. FFS will send a notification to the email address you provide when new documents are available to view and/or print. In the event that an email is returned as undeliverable, FFS will send a paper statement to the address of record.

Client Information

Name: _____ Primary Phone: (_____) _____ - _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Date of Birth: ____/____/____ Social Security Number: _____ - _____ - _____

Marital Status: Single Married Divorced Widowed

Salutation: Mr. Mrs. Ms. Dr. Other: _____ U.S Citizen: Yes No: Specify _____

Joint Client Information

Name: _____ Primary Phone: (_____) _____ - _____

Address: _____

City: _____ State: _____ Relationship to Owner: _____

Date of Birth: ____/____/____ Social Security Number: _____ - _____ - _____

Marital Status: Single Married Divorced Widowed U.S Citizen: Yes No: Specify _____

Account Information

1. Account Registration: _____
Account number: _____ **Approximate Account Value \$:** _____
Type of Account: Individual Joint WROS Trust Cust for Minor Other: _____
Is this a Qualified Account? Yes No
If yes, what type? IRA Roth IRA Simple/SEP IRA Other: _____
Management Program: _____
Billing Options: Invoice Client Debit Investment Debit other Account #: _____

2. Account Registration: _____
Account number: _____ **Approximate Account Value \$:** _____
Type of Account: Individual Joint WROS Trust Cust for Minor Other: _____
Is this a Qualified Account? Yes No
If yes, what type? IRA Roth IRA Simple/SEP IRA Other: _____
Management Program: _____
Billing Options: Invoice Client Debit Investment Debit other Account #: _____

3. Account Registration: _____
Account number: _____ **Approximate Account Value \$:** _____
Type of Account: Individual Joint WROS Trust Cust for Minor Other: _____
Is this a Qualified Account? Yes No
If yes, what type? IRA Roth IRA Simple/SEP IRA Other: _____
Management Program: _____
Billing Options: Invoice Client Debit Investment Debit other Account #: _____

Signatures

By signing this Agreement, the Client represents that they have full power, authority and capacity to execute this Agreement and have read, fully understand and agree to be bound by the terms and conditions of this Agreement. In addition, the Client certifies that they have received, read and fully understand the FFS written disclosure statement (Form ADV, Part 2A/2B Brochure) and have received Foy Financial's Privacy Notice.

× _____
Client Signature *Date*

× _____
Joint Client's Signature, if applicable *Date*

Client's Name (Please Print)

Joint Client's Name, if applicable (Please Print)

Accepted by: Foy Financial Services, Inc.
12501 Holdrege St.
Lincoln, NE 68527

Date: _____
