

Lotzer & Company, Inc.
2611 N. Stowell Ave.
Milwaukee, WI 53211
(414) 347-1060
(888) 568-9372
patrick@lotzer.com

Client Advisory Contract

THIS AGREEMENT for Investment Management Services (“Agreement”) is made between _____ (“Client”) and Lotzer & Co., Inc. (“Lotzer & Co., Inc.”).

Whereas, Lotzer & Co., Inc. is a Wisconsin State Registered Investment Advisor providing Investment Management Services to Clients as necessary; and

Whereas, Client wishes to receive the Investment Management Services of Lotzer & Co., Inc.;

Now, therefore, Client hereby retains Lotzer & Co., Inc. to perform Investment Management Services on the terms specified in this document.

Investment Management Services

1. **SERVICES OF LOTZER & CO., INC.** - Lotzer & Co., Inc. shall invest with full discretionary authority of Client, the securities, cash and/or other assets held in Client’s account with TD Waterhouse Institutional Services or another custodian designated by Client (“Account”) with due regard for the restrictions as Client may hereinafter impose by written notice to Lotzer & Co., Inc. Investments may be made in securities of any kind, including but not limited to common or preferred stocks, ADR’s, options, warrants, rights, corporate, municipal, or government bonds, notes or bills (“securities”). All or a portion of the Account may be held in cash or cash equivalents including securities issued by money market mutual funds. In connection with advisory services being provided to Client, Lotzer & Co., Inc. is entitled to rely on the investment information provided by Client to Lotzer & Co., Inc. Client agrees to inform Lotzer & Co., Inc. in writing of any material change in Client’s circumstances which might affect the manner in which Client’s assets should be invested and to provide Lotzer & Co., Inc. with any such information as it shall reasonably request.

Client hereby states that they recognize that they have the ultimate responsibility for their account(s) and that this contract only grants a Limited Power of Attorney for trading authorization to Lotzer & Co., Inc..

In certain circumstances where there are aggressive objectives compared to their financial situations or compared to prudent risk taking, those Clients acknowledge and agree that Lotzer & Co., Inc. can attempt to achieve Client's objectives by trading strategies that may involve a high turnover of positions, a high degree of risk and lack diversification. Such strategies may include the use of margin (borrowing for leverage) and disproportionate investments in smaller, less seasoned companies, which may have illiquid markets.

Lotzer & Co., Inc. (or Client's designated custodian) will provide Client with a quarterly statement of the Account detailing account positions.

2. **FEES** - Unless changed by amendment to this Agreement, following is the schedule of management fees for services of Lotzer & Co., Inc.

Level I – Clients with less than \$50,000 that desire a portfolio invested only in mutual funds, a one-time fee of \$225 is charged for the account setup. Thereafter, there is a quarterly charge of \$35 for Investment Management Services. The billing inception date will be at the time of contract signing.

Level II – Clients with more than \$50,000 or a client that seeks direct ownership in securities (a portfolio of stocks) regardless of portfolio size will be charged $\frac{1}{4}$ of 1 percent on a quarterly basis. Fees are charged in advance with a \$125 minimum. The billing inception date will be at the time of contract signing.

Level III – Clients with more than \$1 million will be charged $\frac{1}{4}$ th less than Level II on a quarterly basis in advance. The billing inception date will be at the time of contract signing.

Fees are based on the total account(s) value as of the last business day of the prior quarter. For purposes of valuing assets under this Agreement, the following accounts may, at the discretion of Lotzer & Co., Inc. be combined and the net fee due from each account apportioned on a pro-rata basis among the accounts so combined: separate accounts of an individual, his or her spouse and close relatives of each, their minor children, trusts established on behalf of any of them, any corporation, partnership, association or similar organized group in which any of the foregoing hold a controlling interest, all profit sharing, pension and other retirement trusts and all funds and foundations maintained by a corporation, partnership or other entity, and their direct affiliates. Additions of more than \$5,000 to the account during any period will be billed on a pro-rata basis for the billing period. No adjustment or refund will be made with respect to partial withdrawals by Client during any fee period. The fees described herein include only Investment Management Services.

3. **TRADING AUTHORIZATION** – Client hereby grants Lotzer & Co., Inc. full-discretionary trading authorization and appoints Lotzer & Co., Inc. as agent and attorney-in-fact with respect to the Account. Pursuant to such authorization, Lotzer & Co., Inc. may, in its' sole discretion and at Client's risk, purchase, sell exchange, convert and otherwise trade in the securities and other investments in the Account, as well as arrange for delivery and payment in connection with the above, and act on behalf of the Client and in all other matters necessary or incidental to the handling of the Account. This authorization does not grant Lotzer & Co., Inc. permission to take delivery or possession of Client's funds or securities. Client acknowledges Lotzer & Co., Inc. will not be responsible for any loss or liability incurred by reasons of any willful negligent action or failure to act on the part of Client's custodian or broker.

This trading authorization is a continuing one and shall remain in full force and effect until terminated by Client or Lotzer & Co., Inc. pursuant to the provisions of Paragraph 6 of this Agreement. The termination of this authorization will constitute a termination of this Agreement.

Client recognizes that Lotzer & Co., Inc. may give advice and take action in the performance of its duties to other Clients which may differ from advice given, or the timing and nature of action taken with respect to Client. Nothing in this Agreement shall be deemed to impose on Lotzer & Co., Inc. any obligation to purchase or sell, or recommend for purchase or sale, for Client any securities or other investments which Lotzer & Co., Inc. may purchase or sell, or recommend for purchase or sale, for its own account, the accounts of its officers, directors or stockholders or for the account of any other Client.

4. **CONFIDENTIALITY** – All information and advice furnished by either party to the other, including their agents and employees, shall be treated as confidential and not disclosed to third parties except as agreed upon in writing or required by law.
5. **EXECUTION SERVICES** - Lotzer & Co., Inc. will use the execution services of TD Waterhouse Institutional Services, or another broker-dealer designated by Client to effect transactions for the purchase and/or sale of securities and other investments in the Account. Client agrees and understands that by directing Lotzer & Co., Inc. to place orders with a specific broker-dealer, such an instruction will result in Lotzer & Co., Inc. not exercising discretion in selecting other broker-dealers on a trade-by-trade basis. Thus, Client may not receive any benefit from research available from other broker-dealers in return for business, or any benefit which could result from Lotzer & Co., Inc. placing block orders for client (orders combined with those of other Clients for the purpose of obtaining better price or execution from another broker-dealer), or otherwise obtain best price and execution of transactions.
6. **TERMINATION OF INVESTMENT MANAGEMENT SERVICES** – This Agreement for Investment Management Services may be terminated at will by Client or Lotzer & Co., Inc. upon written notice by either party to the other and termination will become effective upon receipt of such notice.

Termination of the Agreement will not, however, affect the liabilities or obligation of the parties under this Agreement with respect to transaction orders before such termination. Upon termination, Lotzer & Co., Inc. shall be under no obligation whatsoever to recommend any action with regard to, or to liquidate the securities or other investments in the Account. Upon termination, it shall be the Client's exclusive responsibility to issue instructions in writing regarding the disposition of assets held in the Account and Client is responsible for providing Lotzer & Co., Inc. with the name of another custodian at the time this Agreement is terminated. Client shall have the right to terminate this Agreement within five business days after the execution of this Agreement without penalty. Client understands and agrees that advisor will not place any transaction orders for Client's account until five days have elapsed from the date this Agreement is signed by Lotzer & Co., Inc.

7. **FEE WITHDRAWAL AUTHORIZATION** – Client hereby authorizes Lotzer & Co., Inc. and Client's designated broker-dealer to deduct all fees due Lotzer & Co., Inc. under this Agreement by debiting the Client's Account for such fees as they become due.
8. **MISCELLANEOUS**
 - (a) No party hereto may assign, convey or otherwise transfer any of its rights, obligations or interests herein without the prior express written consent of the other party affected by the proposed conveyance or transfer. This Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.
 - (b) This Agreement may be amended only in writing by the parties affected by the amendment.
 - (c) Client agrees to obtain and maintain for the period of this Agreement any bond required pursuant to the provisions of ERISA (Employee Retirement Income Securities Act of

1974) or other applicable law, and to include within the coverage of such bond, Lotzer & Co., Inc. and any of its affiliates, officers, directors and employees whose inclusion is required by law. Client agrees to promptly provide Lotzer & Co., Inc. with appropriate documents evidencing such coverage upon request. Lotzer & Co., Inc. represents that it is registered as an investment advisor under the Investment Advisors Act of 1940 as amended. If the account is an employee benefit plan subject to the provisions of ERISA, Lotzer & Co., Inc. represents that, with respect to the performance of its duties under this Agreement, it, as well as any advisory employee, is a “fiduciary”, as that term is defined therein.

- (d) If this Agreement is entered into by a trustee or other fiduciary, such trustee or fiduciary represents that the Lotzer & Co., Inc. program is within the scope of investments authorized pursuant to any applicable plan, trust and/or applicable law and that he or she is duly authorized to negotiate the terms of this Agreement, including fees, and to enter into this Agreement and agrees to provide such supporting documentation as may be required by Lotzer & Co., Inc. Client warrants that securities delivered to Client’s custodian are free of any encumbrances, including constructive liens. If Client is a corporation, the signatory on behalf of Client represents that the execution of this Agreement has been duly authorized by appropriate corporate action. Client undertakes to inform Lotzer & Co., Inc. as applicable, of any event that might affect the authority or the propriety of this Agreement.
- (e) Any provision hereof which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
- (f) *Client is hereby informed that the following conditions apply to this agreement to arbitrate:*
 - (i) *arbitration is final and binding on the parties;*
 - (ii) *the parties are waiving their right to seek remedies in court, including the right to jury trial;*
 - (iii) *pre-arbitration discovery is generally more limited than and different from court proceedings;*
 - (iv) *the arbitrators award is not required to include factual findings or legal reasoning and any party’s right to appeal or to seek modification of rulings by the arbitrators is strictly limited; and*
 - (v) *the panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities or insurance industry.*

Any controversy or claim arising out of or relating to services to Client under this Agreement, or the construction or breach thereof, shall be settled by arbitration before a panel of independent arbitrators established in accordance with the arbitration rules of a recognized alternative dispute resolution organization selected by Lotzer & Co., Inc.. Judgment on the award rendered by the arbitrators shall be final and may be entered in any court having jurisdiction thereof. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the person is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

By agreeing to binding arbitration, the Client does not waive any substantive protections provided by applicable federal or state securities laws.

- (g) This Agreement may be executed in several counterparts, each of which shall be deemed an original. Nothing herein shall be construed in any manner inconsistent with the Investment Advisors Act of 1940 or any rule, regulation or order of the Securities and Exchange Commission promulgated thereunder.

- (h) Client hereby acknowledges receiving a copy of Part II of Lotzer & Co., Inc.'s Form ADV Part II and a copy of this Agreement.
- (i) Client has completed a Client Questionnaire prior to contract signing and agrees to notify Lotzer & Co., Inc. of significant changes to financial situation or financial plans.

THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN SECTION 8(f).

Account name _____

Address _____

City, State Zip _____

Custodian/Broker Name _____

Address _____

City, State Zip _____

First Signatory _____ Date _____

Second Signatory _____ Date _____

Lotzer & Co., Inc. _____ Date _____