

**WEISERT INVESTMENT SERVICES, INC.**  
**INVESTMENT MANAGEMENT BROCHURE / ENGAGEMENT LETTER**

**SERVICE:** Weisert Investment Services, Inc. (WISER) will provide investment management consisting of a mutual fund timing service with exchanges performed on either a discretionary or non-discretionary basis, dependent on client choice. Exchanges will be among funds within a mutual fund family, selected by the client, based on the timing model developed by Roy E. Weisert, president of WISER. The purpose and goal of the timing service is to 1) solidly participate in rising markets, and 2) preserve capital by attempting to minimize losses in a declining market. Large, quick profits are not the primary goal of this investment strategy. WISER makes no promises, representations, warranties or guarantees that any of the services to be rendered hereunder will result in a profit to the client. The mutual fund timing decisions of WISER are based on techniques and indicators that have been well researched and have produced profitable buy/sell signals in the past. However, there can be no guarantee they will produce profitable results in the future.

**REVIEWS:** WISER obtains analytical data from many sources including daily monitoring of prices of stocks, bonds, gold and many other investments to determine low risk entry and exit points for mutual funds. Information is collected and assimilated from various computer data bases, newspapers, magazines and other research. Other factors considered in review analysis include continuous monitoring of mutual fund performance and relative strength, technical/fundamental analysis and market sentiment.

**FEES:** For mutual fund timing services on a discretionary basis, the initial fee will be billed based on the account value on 30 June and 31 December of each year;  $(\text{Annual Fee} \times \text{Account Value})/2$ . The initial payment will be prorated based on when the client opened the account. Fees will be in accordance with the below schedule and due within thirty days after the account valuation date.

TRENDING INVESTMENT PORTFOLIO STRATEGY

<u>Account Value</u>	<u>Gold</u> <u>Annual Fee</u>	<u>Initials</u>	
\$200,000 and less	2.00%		_____
Above \$200,000 to \$350,000	1.50%		_____
Above \$350,000 to \$500,000	1.00%		_____
Above \$500,000	0.50%		_____

Above subject to minimum fee of \$ \_\_\_\_\_ every six months.

For example, a client opens an account on January 1, 2012 and invests \$175,000. If the account appreciates to \$200,000 on July 1, the initial fee would be \$2000;  $(.02 \times 200,000)/2$ . Payment would be due no later than August 1. If the account further appreciates to \$250,000 on January 1, 2013, the renewal fee due will be \$2375;  $[(.02 \times 200,000) + (.015 \times 50,000)]/2$ . If the client either invests or withdraws more than fifty percent of the period beginning balance during a six month period, the bill will be prorated. Investment Prorate =  $[(\text{Annual Fee based on Period Beginning Balance} \times \text{Prorate Amount})/12] \times \text{Number of Full Months Prorated Amount Not in Account}$ . Continuing with the example, if the client invested an additional \$150,000 on May 20 and the account ending value on July 1 was \$450,000, the renewal fee would be \$2875,  $[(.02 \times 200,000) + (.015 \times 150,000) + (.01 \times 100,000)]/2 - [((.015 \times 150,000)/12) \times 4]$ . Prorate credit would be \$750. Withdrawal Prorate =  $[(\text{Annual Fee based on Period Beginning Balance} \times \text{Prorate Amount})/12] \times \text{Number of Full Months Prorated Amount in Account}$ . If this client had withdrawn the same amount on the same day and the account ending value was \$100,000, the fee would be \$1750,  $[(.02 \times 100,000)/2] + [((.015 \times 150,000)/12) \times 4]$ . WISER reserves the right to continue timing the account for up to thirty days following the billing due date. After the thirty day grace period, WISER will give written notice to the client terminating the service. For those clients requesting timing services on a non-discretionary basis, a supplemental fee of .5% will be imposed. All accounts will be subject to a minimum fee of \$250 every six months, however, all fees are negotiable. For those clients desiring financial planning services, an additional fee of \$120 per hour will be charged. Lastly, WISER will not be compensated on the basis of a share of capital gains or capital appreciation of the funds or any portion of the funds of the client.

**TERMINATION:** This agreement shall remain in effect until such time as either party receives written notice from the other party of his/her desire to cancel this agreement. Non-payment of fees does not serve as notification of cancellation. Upon cancellation of this agreement, all funds will be exchanged into a defensive (money market) position unless otherwise instructed in the written notification of cancellation. The client is still responsible for fees accrued. Notwithstanding anything else with this agreement, the client has the unilateral, uncontrolled right to terminate this agreement within five business days of execution with no penalty.

**ASSIGNMENT:** This agreement shall not be assigned by WISER to anyone without written consent of the client.

**COMPANY MANAGEMENT:** Roy E. Weisert (birth date May 7, 1954), President of Weisert Investment Services, Inc., received his B.S. degree in Analytical Management from the United States Naval Academy in 1976. Upon commissioning as a Naval Officer, Roy E. Weisert began managing money for his own account. While on active duty, Roy E. Weisert received his M.B.A. (Finance) From Golden Gate University in 1985. In 1992, concurrent with his military career, Roy E. Weisert received his Series 7 Registered Representative license. In 1993, Roy E. Weisert completed Series 65 Registered Investment Advisor requirements and established Weisert Investment Services, Inc. In 1994, Roy E. Weisert received certification as a Professional Financial Planner from Old Dominion University and subsequently received designation as a Certified Financial Planner (C.F.P.) licensee. In 2007, Roy graduated from Warren National University with his Ph.D in Business Management and his dissertation on "Investment Strategies" forms the foundation for his company. Roy E. Weisert manages investments on a fee-only basis and is the sole reviewer for WISER.

**COMPLIANCE:** Roy E. Weisert may engage in similar market timing transactions for his personal account only after all transfers have been accomplished for discretionary client accounts. Additionally, Roy E. Weisert's financial interest in the shares of the mutual funds is related only to the ownership of those shares. Roy Weisert does not involve himself with any portion of the operational management of the investment company or the individual company securities held by the mutual fund. Roy Weisert will ensure records are maintained documenting these procedures and will continually monitor company procedures as noted in the "Supervisory Agreement" to ensure compliance or potential conflicts of interest. Records are available for client inspection upon request. Since WISER will have investment discretion over accounts, specific limits on authority have been instituted. Client funds will 1) only be invested in the mutual fund family noted in this engagement letter and 2) not be held in WISER's custody.

**ARBITRATION:** Client and Weisert Investment Services, Inc. agree that all controversies between the parties concerning any transaction or the construction, performance or breach of this or any agreement between us, whether entered into prior, on, or subsequent to the date hereof, shall be determined by arbitration. Client understands that this agreement to arbitrate does not constitute a waiver of 1) any rights under state securities laws and 2) the right to seek a judicial forum where such waiver would be void under the federal securities laws. Such arbitration shall be before three arbitrators and conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then applying. The award of the arbitrators or the majority of them shall be final. Judgment upon any arbitration award rendered may be entered in any court, state or federal, having appropriate jurisdiction.

**INVESTMENT MANAGEMENT AGREEMENT:** This agreement is entered into by Weisert Investment Services, Inc. through Roy E. Weisert, President and ("Client") this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_. In consideration of the mutual benefits to be derived from this agreement, it is understood and agreed as noted above:

\_\_\_\_\_ I grant WISER discretionary basis with regard to fund exchanges. This Authorization shall remain in effect until revoked in writing by myself and delivered to WISER at 1600 Wildwood Drive, Virginia Beach, VA 23454.

Type Acct: Family

Fund Group: ProFunds

In witness whereof, parties have executed this agreement the date aforesaid, intending to be legally bound hereby.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Weisert Investment Services, Inc. Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Roy E. Weisert, President

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