

Client Agreement

WHEREAS, the undersigned (the "Client") desires to retain Shemitah Investment Advisors, LLC ("SIA"), a Colorado Limited Liability Company to provide the Client with investment advisory services; and

WHEREAS, the Client has certain investment assets (the "Client Account"), over which Client Account the Client desires to have SIA exercise the investment advice, consultation, discretionary authority, and portfolio management:

NOW THEREFORE, effective this ____ day of _____, 201__, the Client and SIA do hereby agree as follows:

1. Appointment. The Client retains and appoints SIA, and SIA agrees to act, as investment adviser and manager for the Client, to provide investment advice with regard to and to manage the Client Account and to invest and reinvest the securities, cash and/or other investments held in the Client Account (the "Services"), all in accordance with the terms and conditions of this Client Agreement (the "Agreement").
2. Client Authorization. Subject to the terms and conditions of this Agreement, in the absence of specific dated written instructions, SIA is hereby authorized to exercise such discretion in regard to the Client Account, as SIA deems reasonable and prudent. Notwithstanding the foregoing, the Client acknowledges that SIA does not guarantee, and SIA expressly disclaims, any particular rate of return, yield, gains or investment performance over any period of time with regard to the Client Account, and that the account could decline in value.
3. Trade Execution Services. The Client will be responsible for opening an account with SIA's chosen qualified custodian, Interactive Brokers (the "Custodian"), to have custody of, and to handle the purchase and/or sale transactions of the securities or other investments in the Client Account upon online execution by SIA. The Client hereby authorizes SIA to receive duplicates of the Custodian's regular statements. SIA shall not receive any commission or compensation from any broker/dealer or Custodian for transactions in the Client Account. SIA will not be responsible for, nor liable to the Client, for any loss or liability incurred by the Client by reason of any action, omission, or inaction on the part of the Custodian. The Client is solely responsible for determining if, and to what extent, the Custodian insures the Client Account. By the execution of this Agreement, the Client specifically authorizes Custodian Interactive Brokers, having custody of the Client Account, to receive trading instructions from SIA on behalf of the Client, and said Custodian may rely on this Agreement as such authorization. The Client agrees to sign such third party trading authorizations as may be required for this purpose by the Custodian. The Client hereby designates Interactive Brokers as Custodian. (Initials _____).

4. Transaction Authorization. The Client hereby grants to SIA complete and unlimited discretionary authorization to enter into transactions with respect to the Client Account. Pursuant to such authorization, SIA may, in its sole discretion, and at the Client's risk, purchase, sell, exchange, convert, and otherwise trade these securities and other investments in the Client Account.

5. Compensation. SIA will be compensated for the Services (the "Fee") according to the following fee schedule:

Asset Management Fees

<u>Client Account Value</u>	<u>Annualized Fee</u>	<u>Negotiated Fee*</u>
First \$100,000	2.0%	_____% (Initials _____)
Next \$900,000	1.5%	_____% (Initials _____)
Over \$1,000,000	1.0%	_____% (Initials _____)

(The Negotiated Fee section is only applicable for very large, multi-million dollar accounts that have been negotiated prior. If this is not applicable, please write in the normal fees and initial each.)

The Client will pay the Fee quarterly in advance. The initial fee will be due in full on the date that the Client Account is established, and will be based on the total Client Account Value, determined as set forth below and as reflected above, as of the date of this Agreement. The Initial Fee shall cover the period beginning as of the date of this Agreement and ending on the last business day of the next full calendar quarter, and shall be pro-rated for any partial quarter. Thereafter, the Fee will be based on the Client Account Value as of the last business day of the previous quarter. The Fees specifically do not include commissions or transaction fees assessed by the Custodian. There will be no adjustment to the Fee made during any calendar quarter as a result of appreciation or depreciation in the Client Account during the quarter for which the Fee has been prepaid, nor shall any adjustment or refund be made as a result of partial withdrawal(s) from the Client Account made by the Client during the quarter billed in advance.

6. Deduction of Fees. The Client hereby authorizes SIA to debit from the Client Account directly the fees described in this agreement, and as described in Form ADV: Part 2A, Item 5A and Item 15. (Initials ____). In the process of the deduction of fees, SIA will follow required procedures: 1). We will invoice the Client and Custodian concurrently of the amount of fees to be deducted. The Client invoice will specify and itemize the fee, including the formula used to calculate the fee, assets under management the fee is based on, and the time period that the fee covers. 2).

We will ensure that the Custodian sends quarterly statements showing all disbursements from the account, including the amount of the asset management fees.

7. Account Valuation. For the purposes of computing the Fees, or for any other reason, the market value of the Client Account (the "Client Account Value") shall be determined by the market value of the securities in the Client Account as provided by the Custodian based upon the closing price of each security on the exchange on which they are traded, plus cash, accrued interest, accrued dividends and any other assets in the Client Account. Any other securities or investments in the Client Account shall be valued at fair market value.

8. Dispute Resolution. Any dispute or controversy arising out of this Agreement or either party's performance of this Agreement may be resolved and determined by voluntary arbitration, which arbitration decision is not binding but may be filed as a final judgment; provided that, this Agreement to voluntary arbitrate shall not constitute a waiver of the Client's rights under the Investment Adviser's Act or State Securities Statutes and Regulations. In any event, the State of Colorado shall be the venue for any dispute resolution.

9. Termination. This Agreement will remain in full force and effect until cancelled by one of the parties; it may be terminated by written notice sent by either party to the other by hand delivery, telecopy, or certified mail, return receipt requested. Termination will be effective upon receipt of such notice by the other party (the "Termination Date"). If this Agreement is terminated, a prorated refund for the unearned Fees paid in advance pursuant to paragraph 5 hereof will be made by SIA to the Client within fifteen (15) days of the Termination Date. As of the Termination Date, all obligations of either party to the other shall cease.

10. Receipt of Form ADV Part 2. Client acknowledges receipt of Part 2 of Form ADV. _____
(Client initial)

11. Miscellaneous. If any provision of this Agreement is held to be unenforceable or void, it shall not affect any other provision of this Agreement or its enforceability as a whole. This Agreement shall be governed by and interpreted according to the laws of the State of Colorado. Neither party shall be entitled to assign the rights or responsibilities of that party pursuant to this Agreement without the prior written approval of the other party.

12. Right to Rescind this Agreement. The Client retains the right to rescind this Agreement for five (5) days hereafter, and to receive an immediate refund of any and all funds paid to SIA without penalty.

IN WITNESS WHEREOF, the Client and Advisor have executed this Agreement effective as of the Client execution date indicated below (the "Effective Date"). This Agreement shall be effective as of such date.

If Client is an individual:

Signature of Client

Second Signature, if Joint Account

Name of Client (Please Print)

Name of Client (Please Print)

Date: _____

Date: _____

If Client is a trust or other entity:

(Name of Client)

By: _____

Name: _____

Title: _____

Date: _____

Shemitah Investment Advisors LLC

By: _____

Date: _____

Mark D. Hirleman

Shemitah Investment Advisors LLC

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