



QUANTITATIVE STRATEGIES, INC. APPLICATION AND INVESTMENT MANAGEMENT AGREEMENT

This Investment Management Agreement (the "Agreement") is made and entered into between QUANTITATIVE STRATEGIES, INC. (The "Sub-Advisor"), _____ (Advisor), and _____ (the "Client").

Account Type:

- Sole Owner Joint Tenancy Community Prop. Partnership IRA
- Trust Keogh/SEP Pension-Type _____ Other _____

Brokerage Client Data Form on file: Yes - Date Signed _____ No

Account Holder:

First Name	Middle Name	Last Name	Social Security/Tax ID No.	Date of Birth
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Additional Account Holder/Co-Trustee/Custodian/Co-Executor:

First Name	Middle Name	Last Name	Social Security/Tax ID No.	Date of Birth
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Home Street Address (No P.O. boxes please)	City	State	Zip Code	Home Telephone No.
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Mailing Address (If different, can use P.O. Box)	City	State	Zip Code	Email Address
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Approximate Investment \$ _____

Account number _____

Investment Style		
<input type="checkbox"/> Defensive	<input type="checkbox"/> Conservative	<input type="checkbox"/> Balanced
<input type="checkbox"/> Growth	<input type="checkbox"/> Aggressive Growth	

The Client hereby employs Sub-Advisor with respect to the following:

Services. The Sub-Advisor will provide investment services to individuals, pension plans, endowments, foundations and other institutional accounts. Services will be based on the direction from the Advisor, who will work with the Client to help determine suitability and overall investment objectives.

Terms. By the signing of this agreement the Client appoints the Sub-Advisor to design and manage the investment account(s) indicated previously. Client understands that Sub-Advisor has discretionary powers of the assets under management. All Securities, and accounts will be in the name of the Client and any distributions made from any of the assets will be directed to Client's account. The Sub-Advisor will have no signature authority over any of the assets or funds. Client agrees and understands that any transactions and or exchanges may be subject to fees by the Fund, its Transfer Agent or Custodian. These fees are described in the Prospectus of the Fund or Custodial Agreement. The Client has the right to terminate this contract without penalty within five business days after entering into the contract. This Agreement is a continuing one and shall remain in full force and effect until revoked by Client or Sub-Advisor by written notice. Any such duly written notice of revocation by Client or Sub-Advisor, shall not affect any liability in any way resulting from exchanges of shares of Fund(s) initiated by Sub-Advisor prior to such revocation. The Sub-Advisor may not assign this contract without the Client's consent.

Reporting. Client will receive a quarterly performance report describing account performance, holdings, and other activity. In addition, Client will receive a monthly or quarterly statement from custodian, showing activity and positions held. At year end, Client will receive a tax statement detailing taxable activity.

Fees. The Sub-Advisor will charge a management fee of .45% of assets under management. Advisor will be compensated by receiving ____% of assets under management. Client authorizes the Sub-Advisor to deduct fees from the account(s). The Sub-Advisor will bill both the Advisor's fee and management fee on a quarterly basis in advance, unless other arrangements are made for the advisory fee, in writing. Client agrees to indemnify and hold Sub-Advisor, and custodian, and their respective directors, officers, employees, representatives, agents and control persons harmless from all liabilities and costs which they may incur by acting in reliance upon this authorization. Amounts managed shall include the market value of all SECURITIES, CASH EQUIVALENTS, DEBENTURES, AND MUTUAL FUNDS. These assets will be reevaluated for billing purposes at the end of each quarter. Sub-Advisor's Management Fee is separate and independent of trading costs, custody fees, internal expenses of underlying investments, and other fees established through separate advisory agreements.

Arbitration. To the extent permitted by law, all controversies that may arise between the undersigned and Quantitative Strategies, Inc., or any of their affiliated companies concerning any transaction arising out of or relating to any account maintained by the undersigned, or the construction, performance, or breach of this or any other agreement between the parties whether entered into prior to, on or subsequent to the date hereto, shall be submitted to arbitration conducted under the Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) shall be final, and may be entered in any court having jurisdiction. Any arbitration proceeding pursuant to this Agreement shall be determined pursuant to the laws of the State of California. Client is aware that: 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 Arbitration Award is not required to include factual finding or legal reasoning and any party's right to appeal or to seek modification or a ruling by the arbitrators is strictly limited.

Disclosure. Advisor and Client acknowledge that Advisor is acting in a referral capacity under the Investment Advisors Act of 1940, referring the client to open an account with Quantitative Strategies, Inc., a Registered Investment Advisor under the act. Advisor is associated with Sub-Advisor solely for the purpose of referring investors to Sub-Advisor for investment advisory services. Advisors role will be to obtain the necessary financial data from Client, assist the Client in determining the suitability of the account, and assist in establishing the IPS, if necessary. Advisor will meet with client no less than annually to determine if the Client's financial situation has changed materially. Advisor may also assist the client in updating financial information provided to Sub-Advisor, and with other ministerial services on behalf of the client.

Participation with Sub-Advisor can only occur through an Investment Advisor Representative (Advisor) with an approved Registered Investment Advisory firm that has a signed agreement with Sub-Advisor. Once this signed form is received, an account is established in good order, and funds are deposited in said account, Sub-Advisor will begin repositioning assets. This will typically occur within 2 business days, unless otherwise specified in writing from the client or Advisor. Sub-Advisor reserves the right to delay investment/repositioning at its discretion.

Client understands that there are risks inherent in all financial decisions and transactions and that there is no guarantee that the Client's investment objectives will be achieved. Client agrees that Sub-Advisor and Custodian will not be liable for any loss incurred with respect to the account, except where such loss directly results from such party's negligence or malfeasance. Client acknowledges receipt of Sub-Advisor's current Form ADV, Part II, which discloses certain pertinent facts pertaining to Sub-Advisor's business and operation. Sub-Advisor is an affiliated company of Planned Asset Management ("PAM"). Because Sub-Advisor may receive referrals from PAM, a conflict of interest may arise.

This contract will be enforceable under the laws of the State of California. Do not sign this Agreement if documents have not been received.

CLIENT: _____ DATE: _____ CLIENT: _____ DATE: _____

Advisor/RR Signature Date

Principal Signature Date

Advisor/RR: _____ Advisor/RR Firm Name: _____

Advisor/RR Address: _____

City: _____ State: _____ Zip: _____

Telephone: () _____ Fax: () _____

E-Mail Address: _____