

AGREEMENT

This Agreement sets forth the terms under which Gil Berman ("Berman") will perform financial advisory services for the undersigned ("Client").

Services: Berman's objective is to provide investment and other financial advisory services intended to help clients achieve their financial goals. These services include current portfolio review and analysis; investment and asset allocation recommendations for taxable and retirement accounts; cash flow and budget analysis; regular review of investment statements; investment strategy for inheritance or receipt of other large sums; assistance with selection of investment managers; retirement planning, including retirement readiness and distribution strategy; Social Security optimization strategies; college education planning; home purchase/sale and mortgage financing analysis; review of real estate and other private investment opportunities; life insurance and annuities review; and tax planning strategy for investments.

Client understands that they must make their own decisions about whether to implement any advice given. Berman will not take custody of Client assets, and except as otherwise separately agreed and authorized in writing, Berman will not place orders or make trades for Client, maintain Client investment records, or monitor Client investments. The relationship with Berman is non-discretionary, meaning that Berman will not initiate any transactions without Client's prior written approval.

Information: In order for Berman to provide advice, Client will complete and provide Berman with the attached suitability questionnaire, as well as additional information upon request, including personal and financial information.

Compensation and Billing: Berman will be compensated at the rate of \$400 per hour. This rate applies to all services provided and may be changed with thirty days' written notice. Time spent working on a matter may include meetings and other communications with or regarding Client; review and analysis of materials provided; investment research and analysis; and preparation of reports, meeting notes, and other documents. Payment is due within thirty days of the date of billing unless other arrangements are made in advance.

Relationship: Berman is an independent contractor whose duties are limited to providing advisory services. Client understands and acknowledges that they are solely responsible for all decisions and for investment risk, tax and legal consequences, and other results. Investment activity is inherently risky, and Client agrees to carefully consider and make independent judgments with respect to any investment or other recommended action. Berman cannot guarantee the results of any investment advice or financial projections. Recommendations made by Berman are advisory in nature, and all decisions on Client's behalf shall be made exclusively by them and at their own risk.

Termination: This Agreement can be terminated in writing by either party at any time; provided that Client shall be responsible for compensating Berman for all amounts due through the date of such termination.

General Provisions: This Agreement may be amended or modified only in a writing signed by both parties. This Agreement may not be assigned or transferred to any third party. In the event of a dispute, the prevailing party shall be entitled to costs and expenses, including reasonable attorneys' fees. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado.

Dated effective the ____ day of _____, 20__

Gil Berman

Client Name(s): _____

Address: _____

