

Financial Management Agreement

This Financial Management Agreement (this "Agreement") is made effective as of _____, by and between _____ ("Advisor") and _____ ("Client"), (collectively the "Parties.").

DESCRIPTION OF SERVICES. Beginning on _____, Advisor will provide the following services (collectively, the "Services"): _____

The investment company will plan and arrange the financial affairs, such as savings, retirement provisions, tax treatment and wills of Client. b. Advisor will understand the Clients's financial situation well before advising the Client on making investments. Advisor will use stock, bonds, mutual funds, real estate investment trusts options, futures, notes, and insurance products to meet the needs of the Client.

PAYMENT FOR SERVICES. Client will pay compensation to Advisor for the Services in the amount of \$_____. Payments will be made as follows: _____.

TERM/TERMINATION. This Agreement may be terminated by either party upon _____ days written notice to the other party.

RELATIONSHIP OF PARTIES. It is understood by the parties that Advisor is an independent contractor with respect to Client, and not an employee of Client. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Advisor.

WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by Advisor in connection with the Services shall be the exclusive property of Advisor. Upon request, Client shall sign all documents necessary to confirm or perfect the exclusive ownership of Advisor to the Work Product.

CONFIDENTIALITY. Advisor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Client, or divulge, disclose, or communicate in any manner any information that is proprietary to Client. Advisor will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Advisor will return to Client all records, notes, documentation and other items that were used, created, or controlled by Advisor during the term of this Agreement.

REPRESENTATIONS AND WARRANTIES. Advisor represents and warrants to Client that there is no employment contract or other contractual obligation to which Advisor is subject, which prevents Advisor from entering into this Agreement or from performing fully Advisor's duties under this Agreement. Advisor shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for

performing the services which meet generally acceptable standards in Advisor's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Advisor on similar projects.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

APPLICABLE LAW. This Agreement shall be governed by the laws of the State of _____.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE EFFECTIVE DATE FIRST WRITTEN ABOVE.

[ADVISOR]

[CLIENT]

BY:
ITS:

BY:
ITS: