

Harry Licursi Tax & Retirement Planning

Investment Advisory/Financial Planning Contract

I, the Client, _____ hereby engage Harry Licursi, of Harry Licursi Tax & Retirement Planning to be my Investment Advisor subject to the following terms and conditions:

1. Either party upon 30 days written notice may cancel this contract at any time. I understand that I have the right to cancel this contract within five business days after execution of the contract without obligation. I understand that this contract may not be assigned without my written consent.
2. I recognize that the Harry Licursi Tax & Retirement Planning Investment Advisory is not a short-term trading program and that the benefits, if any, to me can best be realized by long term participation in an investment strategy. I recognize that risks are inherent in investing and that some investment decisions will be profitable and some will be unprofitable. I acknowledge that Harry Licursi, of Harry Licursi Tax & Retirement Planning, cannot guarantee that profits will be made, but will exercise his best judgment in managing my investments. **Conflict of Interest Disclosure (CCR Section 260.238(k)).** There is no material conflict of interest relating to you by Harry Licursi or his representatives and employees that could be reasonably expected to impair the rendering of unbiased or objective advice. Conflicts of interest may include, but are not limited to: (a) compensation arrangements connected with advisory services which are in addition to the advisory fees; (b) other financial industry activities or affiliations; and (c) participation of interest in client transactions. You are not charged a performance fee **(CCR section 260.234). Investing in securities involves risk of loss that clients should be prepared to bear.**
3. I may engage the services of Harry Licursi Tax and Retirement Planning in one or more of three ways; **a)** on an agreed flat fee basis for a specific service, **b)** on an agreed hourly rate basis, or **c)** on the basis of an account value fee structure for ongoing and long term asset management (see 5 below). I, the client, agree that the fee charged by Harry Licursi is reasonable, in light of the type of services to be provided, his expertise and experience, and the sophistication and bargaining power of each unique client when compared to similar service fees charged by others for similar work. **(CCR section 260.238(j)).**
4. I, the client, understand that Registered Investment Advisor services, other than ongoing asset management, are provided at the hourly rate of \$395/hr or on an agreed flat fee basis. Some services such as portfolio evaluation, design, or account set-up other than with FTJ are handled almost exclusively on a flat fee basis. However, I understand that the hourly rate charged may be higher in some circumstances, due to factors such as the complexity of work, the time pressures involved, and the dollar value of the relevant assets or transactions.

Clients generally prefer the predictability of flat fees, but not all matters lend themselves to such a fee arrangement. Additionally, you may want to keep in mind that flat fees for tasks such as portfolio review or design are typically greater than what would be billed in an hourly rate situation. The flat fee must be set high enough to compensate for the fact that there may be unforeseen circumstances that will take additional time. Clients tend to

underestimate the amount of work required (in part, because there are often multiple steps that are involved with a particular evaluation process, that a client may not become aware of until after retaining an advisor), and to compensate for the additional risk the advisor is taking on. During your free initial consultation via email or telephone, we can determine which type of fee structure is best suited to your situation and estimate your total costs.

I, the client, understand that in-person initial consultations of up to one hour require a non-refundable pre-payment of \$250, and, if applicable, the payment of a retainer. If after consultation with Harry Licursi Tax and Retirement Planning, I agree to additional work, half of this sum may be applicable toward any flat fee, retainer or first hourly bill at standard rates within three months following the date of the initial meeting. No advice is provided to non-clients; thus advice is not provided during initial telephone or email consultations. In-office consultations are not scheduled until payment and the signed Client Services Agreement has been received.

I, the client, understand that unless otherwise agreed, payment for flat fee services is due in advance and will not exceed \$500.00. I also understand that hourly rate services usually require the payment of an agreed retainer fee prior to the commencement of work. The hourly rate may be negotiable in some circumstances, typically involving an immediate commitment to a high volume of work (as opposed to the future promise of a potential additional engagement) or for non-profit charities. I understand that hourly rates may be subject to change without notice to non-clients. In general, fees including pension plan and business start-up expenses are tax-deductible expenses for a business or sole proprietor.

5. Account Value Annual Fee Structure

A. Fees are agreed upon at the time of engagement and established in this advisory contract. The annual fee for investment advisory services, although negotiable, is charged as a percentage of assets under management. Fees may vary from client to client depending on the complexity of services.

Fees, other than FTJ Fund Choice, are payable quarterly, in advance within 30 days of the beginning of the quarter for which said fees will be incurred, unless otherwise agreed. Fees are automatically deducted from clients account by the custodian. FTJ management services and my advisory fees there in are automatically deducted from the client's accounts by FTJ monthly (in arrears) based on the daily average account balance. Clients are provided a fee agreement as part of the account form as well as an FTJ Client Services Agreement (the "Agreement"), and the Custodial Agreement.

Lower fees for comparable services may be available from other sources.

6. I, the client, acknowledge receipt of Part 2A of Form ADV.

7. I, the client, understand that when making investment decisions on my behalf, Harry Licursi Tax & Retirement Planning will not have custody or possession of my cash or securities at any time, and Harry Licursi Tax & Retirement Planning will not have the right to withdraw securities or cash from my account except for the fees as set forth above.

8. This contract shall be subject to all applicable provisions of state and federal laws.

9. Any controversy or claim between me and Harry Licursi Tax & Retirement Planning or any of Harry Licursi Tax & Retirement Planning's officers, directors, employees, or agents arising out of, or relating to, this contract, the performance or breach thereof, or

any account of mine, or that in any way arises from my relationship to Harry Licursi Tax & Retirement Planning, shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of any such arbitration shall be within Sonoma County, California. By undertaking the performance of its obligations hereunder, Harry Licursi Tax & Retirement Planning agrees to be bound by the terms hereof, including this arbitration provision. If I, for any reason, fail to pay the applicable fee as required hereunder and Harry Licursi Tax & Retirement Planning takes the actions it deems necessary to collect the said unpaid fee, including, without limitation, the tendering of the collection effort of a third party, I agree to pay any and all costs associated with such collection, including without limitation, all arbitration fees and costs and reasonable attorney's fees.

This contract may not be amended, transferred, assigned, sold or in any manner hypothecated or pledged by either part.

This contract is executed and delivered in Santa Rosa, California and the laws of the State of California shall be controlling and shall govern the construction, validity and effect of this contract.

I, THE CLIENT, RECOGNIZE THAT HARRY LICURSI TAX & RETIREMENT PLANNING INVESTMENT ADVISORY IS A LONG-TERM INVESTMENT PROGRAM AND IS NOT SUITABLE AS A SHORT-TERM TRADING VEHICLE.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

Accepted:

- a. For a flat fee of \$_____
- b. For an hourly rate of \$_____ for ___hours of consulting

X Asset Management Fee 1% per year, paid as percentage, first of each month

Client Signature

Date

Harry Licursi

Date

HARRY LICURSI TAX & RETIREMENT PLANNING