

AGREEMENT

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

Services: Berman’s objective is to provide investment and other financial advisory services intended to help clients achieve their financial goals. Berman reserves the right to give any advice he considers prudent on any particular matter and I, the undersigned, understand that I must make my own decisions about whether to implement the advice given. Berman will not take custody of any of my assets and, except as otherwise separately agreed and authorized in writing, Berman will not (i) place orders or make trades for me, (ii) give me tax advice, (iii) maintain my investment records, or (iv) monitor my investments and their results.

Information: In order for Berman to provide the best possible advice, I will provide him with complete information upon request, including personal and financial information and a brief statement of objectives.

Compensation and Billing: Berman will be compensated at his prevailing rate of \$325 per hour. This rate may be changed with thirty days notice. Time spent working on a matter may include meetings and other communications with or regarding me; review and analysis of materials provided by me; investment research and analysis; and preparation of reports and other documents. I may also be billed for direct costs incurred by Berman to render services. Payment is due within thirty days of the date of billing unless alternate arrangements are made in advance.

Relationship: Berman is an independent contractor whose duties are limited to providing advisory services. I understand and acknowledge that I am solely responsible for all of my own decisions and for my investment risk, tax and legal consequences, and other results. Investment activity is inherently risky, and I agree 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 my behalf shall be made exclusively by me and at my own risk.

Termination: This Agreement can be terminated by either party at any time; provided that I 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 any misunderstanding or dispute, the parties shall submit to binding arbitration in Denver, Colorado before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The agreement to arbitrate shall not constitute a waiver of rights under any applicable investment adviser statute. The prevailing party in any dispute arising out of this Agreement 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: _____
