



FINANCIAL SERVICES
A Registered Investment Advisor

FINANCIAL ADVISORY AGREEMENT

This Agreement is entered into this ____ day of _____ of 20__ between Foord, Van Bruggen, Ebersole & Pajak Financial Services (the “Advisor”), a registered investment advisor, and _____ (the “Client”). Advisor and Client agree as follows:

1. Advisor, and/or its associated persons, shall review the Client’s current financial situation, based upon information provided by the Client. Advisor shall make recommendations to the Client and, at the Client’s request, Advisor shall prepare a written report containing the recommendations of the Advisor. Such recommendations may include general advice concerning the amount of capital, which the Advisor recommends should be invested by the Client in various forms of investments, and specific advice concerning particular investments that the Advisor recommends the Client make.

2. The Client agrees to provide current and accurate information to the Advisor concerning the Client’s income, investments, income tax situation and estate plan. The Client agrees to discuss with the Advisor the needs and goals of the Client. The Client agrees to inform the Advisor, in writing, of any changes in the Client’s financial situation, needs and goals. The Client agrees to permit the Advisor to consult with and obtain information concerning the Client from the Client’s accountant, attorney, and other advisors. The Advisor shall not be required to verify any information obtained from the Client or the Client’s accountant, attorney, or other advisors.

3. The Client will have no obligation to accept any recommendation made by the Advisor. The Client shall retain sole control and authority over the assets of the Client and shall be entitled to determine, in the sole discretion of the Client, whether to accept, reject or implement any recommendation made by the Advisor.

4. All information supplied to the Advisor by the Client or the Client’s advisors, and all information and recommendations supplied by the Advisor to the Client shall be confidential and shall not be disclosed to third parties except as agreed in writing or except as required by law.

5. The Client acknowledges that the Advisor obtains information from a wide variety of publicly available sources and that the Advisor has no sources and does not claim to have sources of inside information. The recommendations made by the Advisor will be based upon the professional judgment of the Advisor and its individual associated persons and neither the Advisor nor its individual associated persons can guarantee the results of any recommendations.

6. The Advisor and its associated persons are not qualified to and will not render any legal or accounting advice. The Client is encouraged to discuss the recommendations of the Advisor with the Client’s attorney and accountant

7. The Advisor is registered with the State of California Department of Corporations as an investment Advisor pursuant to the Investment Advisors Act of 1940. The associated persons of the Advisor providing recommendations to the Client are also registered representatives of a broker-dealer. Financial Telesis, Inc. otherwise unaffiliated with Foord, Van Bruggen, Ebersole & Pajak Financial Services. If the Client instructs the associated persons to purchase or sell securities, as part of the implementation of the recommendations, the securities transaction may be effected through the associated persons of the Advisor in their capacity as a registered representative of a securities broker-dealer. If a securities transaction is effected through the associated persons in their capacity as registered representatives of a securities broker-dealer, the associated person will receive the usual and customary commission or fee charged in connection with such transactions. This creates a conflict of interest between the Client and the Advisor and its associated persons. The Client may direct that any securities transaction be effected by a securities broker-dealer other than the associated persons of the Advisor.

8. The Advisor will not monitor any investments of the Client after the investments have been made. In other words, if the Advisor makes a recommendation which the Client implements, it will be the responsibility of the Client to decide whether the investment should be maintained or changed in light of circumstances existing after the investment has been made.

9. Either the Advisor or its associated persons may have an investment position in securities, which are the subject of recommendations by the Advisor.

10. The Client shall pay to the Advisor the fee described on the attached Schedule A, which is a part of this agreement.

11. This Agreement may be terminated by either the Advisor or the Client upon five (5) days written notice. In the event that the Client terminates the Agreement, the Client will be responsible for all fees earned as of the date the notice of termination was received.

12. The Advisor will not take possession, custody or control of any assets of the Client.

13. Neither the Advisor nor the Client may assign or otherwise transfer any rights under this Agreement without the prior written consent of the other.

14. This Agreement represents the entire agreement between the parties.

15. This Agreement may be amended by a written document signed by the Client and an officer of the Advisor.

16. This Agreement shall be construed pursuant to the laws of the State of California.

17. Pursuant to the Investment Advisors Act of 1940, the Advisor will deliver to the Client the current Part II of the Advisor's Form ADV and/or the annual update of that form. _____ "I have received a current copy of the ADV Form Part II and Advisor's Privacy Statement."

Date _____ CLIENT: _____

FOORD, VAN BRUGGEN, EBERSOLE & PAJAK FINANCIAL SERVICES

By: _____ BY: _____
Financial Advisor Officer

SCHEDULE A TO FINANCIAL ADVISORY AGREEMENT

Between FOORD, VAN BRUGGEN, EBERSOLE & PAJAK ("ADVISOR")
and _____ ("CLIENT")

The Advisor and the Client have entered into a Financial Advisory Agreement ("Agreement"). This Schedule A is a part of the Agreement and describes the fees, which the Client agrees to pay to the Advisor.

The Client agrees to pay the following fees to the Advisor:

1. \$ _____ for the initial interview between the Client and the Advisor or the associated person.
2. \$ _____ per hour for the review, analysis and preparation of written recommendations. The Advisor estimates that this fee will be approximately \$ _____. If the fee will exceed such amount, the Advisor will communicate with the Client to inform the Client of this fact. The Client may then instruct the Advisor to perform only such services as can be performed within the estimated fee. The Client agrees to pay all such fees to the Advisor upon receipt of the written recommendations of the Advisor. The Client agrees that none of the three spaces above for the amount of the fees is blank at the time Client executes this Schedule A. If the Client has not agreed to any of the fees described above, the Client has placed the following symbol in the applicable space: -0-.

The Client Agrees that any controversy that may arise between the Client and the Advisor, any associated person, Financial Telesis, Inc. or its employees or agents with respect to any order or transaction, or the continuation, performance or breach of this or any other agreement between the Client and the Advisor, whether entered into before, on or after the date this agreement is made, shall be determined by arbitration in accordance with the rules of the code of arbitration procedure of FINRA (Financial Industry Regulation Authority).

Date _____ CLIENT: _____

FOORD, VAN BRUGGEN, EBERSOLE & PAJAK FINANCIAL SERVICES

By: _____ BY: _____
Financial Advisor Officer