

Investment Advisory Agreement

I. Engagement

This agreement is entered into this _____ day of 200____ between KLN Financial Group., a Registered Investment Advisor (hereinafter referred to as “Advisor “ or “KLN Financial Group”), and _____, (hereinafter referred to as “Client”).

The undersigned Client hereby engages the Advisor subject to acceptance by the Advisor, to provide investment advisory services with respect to Client financial goals and objectives. The investment advisory services shall consist of and be rendered pursuant to the following terms and conditions.

II. Advisory Services

A. Advisor will provide financial advisory services for the specific areas (hereinafter the “Hourly Engagement”) listed below provided the Client furnishes to Advisor information required by the agreement.

Accordingly, Client agrees to hold Advisor harmless from any liability arising out of any potential negative consequences to Client’s situation for those areas not reviewed.

The scope of this agreement will be limited to the following areas of concern:

Client(s) Initials

Advisor’s Initials

III. Furnishing Information

Client agrees to provide current and accurate information to Advisor concerning Client’s assets, liabilities, income, investment, income tax situation and estate plan, and to discuss with Advisor, Client’s financial needs and goals. Client agrees to provide information within two weeks of signing this agreement. Client agrees to inform Advisor on a timely basis of any changes in the foregoing information. Client also agrees to permit Advisor at Advisor’s discretion, to consult with and obtain information concerning Client from Client’s accountant, attorney, and other advisors, provided Client gives prior approval before any such consultation. Advisor shall have no obligation to so consult or to obtain such information, or to verify any information obtained from Client or Client’s accountant, attorney, or other advisors.

IV. Limitation of Advice

The Client acknowledges and understands that Advisor does not and will not practice law or accounting in providing advice to the Clients or in preparing the Plan or Hourly Engagement and that none of the fees for services under this Agreement relate to accounting or legal services. Client understands that if such services are necessary, it shall be the responsibility of the Client to obtain such services.

V. Compensation

The Client will compensate Advisor for services provided pursuant to the Agreement in the manner below:

The Client will pay an hourly fee of \$_____ for hourly consulting services. Client will be billed for the hourly charges on a monthly basis, after services have been rendered.

Client(s) initials

Advisor's Initials

VI. Confidentiality

All information shall be treated as confidential and shall not be disclosed to third parties except as agreed in writing or except as required by an order of a court of competent jurisdiction.

VII. Liability

Client acknowledges that Advisor obtains information from a wide variety of publicly available sources. The recommendations made by Advisor will be based upon the professional judgment of Advisor and Advisor does not guarantee the results of any recommendation or any level of return. Advisor shall not be liable for any act or failure to act except for negligence, willful misconduct, or bad faith. This is not to be deemed a waiver, by Client, of compliance of Advisor with any applicable federal or state securities laws or any rule, regulation or other thereunder, or any rights Client may have under any such act, statute, rule, regulation or order.

VIII. Receipt of Disclosure Statement

Client acknowledges receipt of Part II of Form ADV of Advisor prior to or contemporaneously with execution of this agreement and understands that this agreement may be terminated without penalty within five (5) business days after entering this agreement. Advisor will, upon written request of Client, deliver to Client on an annual basis, the current Part II of Advisor's Form ADV.

IX. Termination

A. This agreement may be terminated immediately at any time by either party giving to the other written notice of such termination by personal delivery or by postage prepaid, certified mail, return receipt requested, addressed as follows: (a) to Client at the address set forth below; (b) to Advisor at the address set forth above, or in either case at such other address as furnished by notice pursuant to this agreement.

B. Notice shall be effective upon receipt or upon the date specified in the notice, if any, if such specified date is later than receipt; provided that any transaction that was approved and directed by Client pursuant to the terms of this Agreement prior to termination and for which orders to execute have been placed prior to termination shall be completed unless that parties mutually agree otherwise. Fees paid in advance will be prorated to the date of termination, and the Client will be refunded any unearned portion thereof.

X. Assignment

No assignment of the Agreement or any rights thereunder may be made by the Client or Advisor without the written consent of the other.

XI. Multiple Clients

If this agreement is executed by more than one person, Advisor may accept directions from either one or the other person in connection with the handling of the Client account and termination of this agreement, unless specifically set forth in other instructions attached to the agreement signed by all of the Clients.

XII. Caption/Headers

The captions and headers of the paragraphs are only for convenience and shall not be used in construing or interpreting this agreement.

XIII. Acceptance

Client understands that this agreement will not be effective until it has been accepted by Advisor. If not accepted by Advisor within thirty (30) days of execution by the Client, it will be deemed rejected and of no force and affect.

XIV. Arbitration

Client agrees, and by acceptance of this agreement, Advisor agrees, that all controversies which may arise between Client and Advisor or any of its employees, agents, or representatives concerning any transaction arising out of or relating to the Client account or the construction, performance, or breach of

this agreement or any other agreement between Client and Advisor whether entered into prior, on, or subsequent to the date hereof, shall be determined by arbitration in California in accordance with the rules, then in effect, of the American Arbitration Association, except where waiver of the right to seek a judicial forum would be prohibited under Federal Securities laws. The award of the arbitration or a majority of them shall be final, and judgment upon the award rendered may be entered in any state or federal court having jurisdiction.

XV. California Law

The agreement will be governed by and construed and interpreted in accordance with the laws of the State of California.

Dated _____, 200__

Client Signature

Advisor's Signature

Type or Printed Name

Type or Printed Name