

CLIENT RETAINER AGREEMENT **with**

Services

Advisor will provide Client with financial planning and investment management services on call and on a continuing basis. Advisor and Client will be able to access and edit Client's financial plan at MoneyGuidePro, an online password-protected software program. Advisor recommendations will be in written form and Advisor will take no action without Client's expressed approval, either written or by telephone reference. Advisor does not have discretionary powers to trade in Client accounts; if Advisor is unable to contact Client about initiating investment changes in Client's portfolio, Advisor will not take any action and Client agrees to hold Advisor harmless for any losses related to such investments.

The initial account(s) assigned to Advisor for management are listed on Schedule A. Client's financial circumstances, investment objectives and any special instructions or limits that Client wishes Advisor to follow in advising Client are set forth in a separate Investment Policy Statement signed by both parties.

Advisor Fee

There is an initial one-time non-refundable setup fee of \$500 payable upon Advisor's request. Client shall pay to Advisor an annual retainer fee of \$10,000. The retainer fee is payable quarterly in arrears, and payable directly from an account managed under the terms of this agreement. Advisor's annual Client retainer fees currently range from \$3,000 to \$10,000, the amount in each case being determined by the complexities anticipated in that relationship and usually less than 1% of the value of assets under management.

Client Responsibilities

Client agrees to notify Advisor promptly of any significant change in Client's financial circumstances or investment objectives that might affect investment decisions or planning recommendations. Client agrees to hold Advisor harmless from any liability which may arise as a result of inaccurate or incomplete information provided by Client.

Broker Custodian

The client hereby directs that transactions for the relevant account(s) be executed through [Fidelity Investments] as the Directed Broker Custodian for account assets. Advisor will not have custody of any Client assets, and Client will be solely responsible for paying all fees or charges of the Broker Custodian. Client authorizes Advisor to relay Client's instructions for the purchase, sale, conversion, redemption, exchange or retention of any security, cash, cash equivalent, or other investment in his account(s), to the Broker Custodian.



Reports

Client will receive statements monthly for each account from the Broker Custodian, showing all transactions for the period and listing the funds, securities and other property as well as beginning and ending total values for the period. Client will also receive from the Broker Custodian year-end 1099R tax reports of non-retirement account activity and the Form 5498 Contribution Information for retirement accounts. Advisor will have access to all statements and other reports provided to Client by the Broker Custodian. Client can arrange to receive such statements by mail or by email and can access current and previous statements and reports at the Broker Custodian's online site.

Advisor Constraints

Client understands that Advisor serves other clients as investment advisor and will continue to do so, and that actions or advice to other clients, or for Advisor's own accounts, may differ from actions and advice given to Client. If Advisor obtains nonpublic or other confidential information about any issuer, Advisor will have no obligation to disclose the information to Client or to use it for Client's benefit.

Risk

Advisor does not guarantee the future performance or any specific level of performance in Client account(s), the success of any investment decision or strategy that Advisor may recommend, or the success of Advisor's overall management of Client account(s). Client understands that investment recommendations made by Advisor for Client's account(s) are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable.

Except as may otherwise be provided by law, Advisor will not be liable to Client for

- any loss that Client may suffer by reason of any investment decision made or other action taken or omitted in good faith by Advisor with that degree of care, skill, prudence and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use
- any loss arising from Advisor's adherence to Client's written or oral instructions
- any act or failure to act by Broker Custodian to which Advisor directs transactions for Client account(s), or by any other third party.

Nothing in this Agreement will waive or limit any rights that Client may have under federal and state securities laws that impose liabilities under certain circumstances on persons who act in good faith.

ERISA

If a Client account is subject to the Employee Retirement Income Security Act of 1974 (ERISA), Advisor takes the position that it is not a "fiduciary" within the meaning of Section 3(21) of ERISA and Section 4974(3)(3) of the Code whereby Advisor would be required to carry bonding or liability insurance other than Errors and Omissions coverage. When ERISA or other applicable law requires bonding with respect to the assets in a Client account, Client will obtain and maintain at his expense bonding that satisfies this requirement and includes Advisor in the coverage.



Other Legal

Client agrees that Advisor will not advise or act for Client in any legal proceedings, including bankruptcies or class actions, that involve securities or the issuers of securities held or previously held in Client account(s).

Client agrees that Advisor will not vote or give any advice about how to vote, proxies for securities held in Client account(s).

If Client is a corporation, partnership, or limited liability company, the person signing this Agreement for Client represents that he or she has been authorized to do so by appropriate action. If this Agreement is entered into by a trustee or other fiduciary, the trustee or fiduciary represents that Advisor's investment management strategies, allocation procedures, and investment advisory services are authorized under the applicable plan, trust, or law and that the person signing this Agreement has the authority to negotiate and enter into this Agreement. Client will inform Advisor of any event that might affect this authority or the propriety of this Agreement.

Death or Disability

If Client is a natural person, the death, disability or incompetence of Client will not terminate or change the terms of this Agreement. However, Client's executor, guardian, successor trustee, attorney-in-fact or other authorized representative may terminate this Agreement by giving written notice to Advisor.

Privacy

Client has received and reviewed a copy of Advisor's Privacy Policy. Except as otherwise agreed in writing or as required by law, Advisor will keep confidential all information concerning Client's identity, financial affairs, or investments; provided that Client authorizes Advisor to contact Client's accountant, attorney and other consultants as deemed necessary by Advisor.

Disclosure

Client has received and reviewed a copy of Advisor's Form ADV Part II, as well as a copy of this Agreement. Client is entitled to receive an updated Form ADV Part II every year, upon request.

This Agreement

This Agreement will be governed by and construed in accordance with the laws of the State of California without giving effect to any conflict or choice of law provisions.

This Agreement may be canceled at any time by either party and for any reason upon receipt by the non-canceling party of written notice by the canceling party. Upon termination, any prepaid unearned fees will be promptly refunded and any earned unpaid fees will be due and payable.

This Agreement contains the entire understanding between Client and Advisor concerning their client-advisor relationship and may be amended only by a written document signed by both parties.



By signing and dating below, Client acknowledges he has read and initialed the bottom of each page of this Agreement.

Client _____
Name Date Name Date

Advisor _____
Name Date



SCHEDULE A - ASSETS UNDER MANAGEMENT

Current Client accounts to be managed by Fountain Strategies LLC

	Present Custodian	Management Custodian
Individual		
Joint		
Trust		
IRA		
Roth IRA		
SEP IRA		
401(k)		
403(b)		
Other		