



**FOUNTAIN STRATEGIES, LLC
FINANCIAL PLANNING & INVESTMENT MANAGEMENT
RETAINER AGREEMENT**

This is an agreement between Fountain Strategies, LLC, a California limited liability company ("Advisor") with its principal office at 938 W. Carmel Valley Road, Carmel Valley, California, and _____ ("Client"). By this agreement, Client retains Advisor to provide financial services to Client on the following terms:

Section 1. Advisory Services.

Advisor will provide Client with financial planning services on call and on a continuing basis. Both Advisor and Client will be able to access and edit Client's financial Plan at www.moneyguidepro.com, an online financial planning software program. Advisor will also provide Client with investment management services, on call and on a continuing basis. All 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. Accordingly, if Advisor is unable to contact Client about initiating investment changes in Client's investments, Advisor will not take any action and Client agrees to hold Advisor harmless for any losses related to such investments.

The initial Account(s) and their values 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 described on Schedule B.

Section 2. Client Responsibilities – Provision of Information. Client recognizes that the value and usefulness of the financial services described above rely upon his information and upon his active involvement, both in determining his financial planning objectives and in implementing the Plan to attain those objectives.

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

Advisor's authority under this Agreement will remain in effect until changed or terminated by Client in writing.

Section 3. Selecting a Broker. The Client hereby directs that transactions for the relevant Account(s) be executed through _____ (the "Directed Broker"). In selecting the Directed Broker, the Client has the sole responsibility for negotiating transaction costs with the Directed Broker.

If an Account is maintained on behalf of a plan subject to the Employee Retirement Income Security Act of 1974 as amended ("ERISA") or similar government regulation, Client represents that Directed Broker is capable of providing best execution for the Account's brokerage transactions, and that the transaction rates that Client negotiated are reasonable in relation to the brokerage and other services received by the plan. Client will monitor the services provided by the Directed Broker to assure that the plan continues to receive best execution and pay reasonable transaction fees. Client represents that the use of the Directed Broker is for the exclusive benefit of the plan.

Section 4. Custodial Arrangements. Custody of Account assets under management will be maintained with the independent custodian(s) selected by Client and named on Schedule A (the "Custodian"). Advisor will not have custody of any assets in the Account(s). Client will be solely responsible for paying all fees or charges of the Custodian(s).

Client authorizes Advisor to relay Client's instructions for the purchase, sale, conversion, redemption, exchange or retention of any security, cash or cash equivalent or other investment in his accounts, to the Custodian(s)

Client authorizes and directs Advisor to instruct the Custodian(s) on Client's behalf to send Client at least quarterly a statement showing all transactions occurring in the Account(s) during the period covered by the account statement, and listing the funds, securities and other property remaining in the Account(s) at the end of the period; and to provide Advisor access to all periodic statements and other reports for those Accounts that Custodians send to Client.

Section 5. Reports. Client will receive brokerage and custodial statements. Advisor will provide Client online personal access to Client's daily account status reports and monthly performance reports at www.bridgeportfolio.com/fountain .

Section 6. Advisor's Compensation. In consideration of the financial services rendered by Advisor pursuant to this Agreement, Client shall pay to Advisor a one-time non-refundable setup fee of \$500, and an annual retainer fee of \$ _____. The Retainer Fee is payable quarterly in arrears, pro-rated for any partial calendar quarter, following the date of signing this Agreement 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 not directly related to the value of assets under management.

Client authorizes the Custodian to deduct from Client's Account(s) and pay to Advisor the quarterly Retainer Fee based on the annual retainer fee stated above. The Custodian(s) will send Client a quarterly statement showing all amounts paid from the Account(s), including all fees paid by the Custodian(s) to Advisor.

Section 7. Valuation. Advisor will value Client Account securities at their closing prices on the valuation date, on the principal market where the securities are traded.

Section 8. Other Investment Accounts. Client understands that Advisor serves other clients as investment advisor and will continue to do so. Client also understands that Advisor, its personnel and affiliates ("Affiliated Persons") may give advice or take action

in performing their duties to other clients, or for their own accounts, that differ from advice given to or action taken for Client. Advisor is not obligated to buy, sell or recommend for Client any security or other investment that Advisor or its Affiliated Persons may buy, sell or recommend for any other client or for their own accounts. This Agreement does not limit or restrict Advisor or any of its Affiliated Persons in any way from buying, selling or trading in any securities or other investments for their own accounts.

If Advisor or any Affiliated Person obtains nonpublic or other confidential information about any issuer, Advisor will have no obligation to disclose the information to Client or use it for Client's benefit.

Section 9. Risk Acknowledgment. Advisor does not guarantee the future performance of the Account(s) or any specific level of performance, the success of any investment decision or strategy that Advisor may use, or the success of Advisor's overall management of the Account(s). Client understands that investment recommendations made for Client's Account(s) by Advisor 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 (a) 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; (b) any loss arising from Advisor's adherence to Client's written or oral instructions; or (c) any act or failure to act by Custodian, Broker or Dealer to which Advisor directs transactions for the 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.

Section 10. Retirement or Employee Benefit Plan Accounts. This Section applies if an Account is for a (a) pension or other employee benefit plan (including a 401(k) plan) governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (b) tax-qualified retirement plan (including a Keogh plan) under section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and not covered by ERISA; or (c) an individual retirement account ("IRA") under Section 408 of the Code.

If an Account is for a plan subject to ERISA, Client appoints Advisor, and Advisor acknowledges that it is a "fiduciary" within the meaning of Section 3(21) of ERISA and Section 4975(e)(3) of the Code (but only with respect to the provision of services described in Section 1 of this Agreement). Advisor represents that it is licensed as an investment advisor under the laws of the State of California.

Client represents that Advisor has been furnished true and complete copies of all documents establishing and governing the plan and evidencing Client's authority to retain Advisor. Client will furnish promptly to Advisor any amendments to the plan, and Client agrees that, if any amendment affects the rights or obligations of Advisor, such amendment will be binding on Advisor only when agreed to by Advisor in writing. If an Account contains only a part of the assets of the plan, Client understands that Advisor will have no responsibility for the diversification of all of the plan's investments, and that

Advisor will have no duty, responsibility or liability for Client assets that are not in the relevant Account. If ERISA or other applicable law requires bonding with respect to the assets in an Account, Client will obtain and maintain at its expense bonding that satisfies this requirement and covers Advisor and its Affiliated Persons.

Section 11. Other Legal Actions. Client agrees that Advisor will not advise or act for Client in any legal proceedings, including bankruptcies or class actions, involving securities or the issuers of securities held or previously held by Client Account(s).

Section 12. Proxy Voting. Client agrees that Advisor will not vote, or give any advice about how to vote, proxies for securities held in an Account.

Section 13. Client Authority. 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.

Section 14. 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, attorney-in-fact or other authorized representative may terminate this Agreement by giving written notice to Advisor.

Section 15. Binding Agreement. This Agreement will bind and be for the benefit of the parties to the Agreement and their successors and permitted assigns, except that this Agreement may not be assigned by either party without the consent of the other party.

Section 16. Governing Law. 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.

Section 17. Arbitration. It is agreed that any controversy or claim, including, but not limited to, errors and omissions arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration in accordance with the Rules of Commercial Arbitration of the American Arbitration Association. Any arbitration shall be held in the County of Monterey, State of California. However, this paragraph does not constitute a waiver of any right provided by the Advisers Act, including the right to choose forum, whether arbitration or adjudication, in which to seek dispute resolution.

Section 18. Notices. Any notice, advice or report to be given to Advisor under this Agreement will be delivered in person, by U.S. mail or overnight courier (postage prepaid), or sent by facsimile transmission or as email or email attachment (with a hard copy sent by U.S. mail when deemed appropriate) to Advisor at the address on the first page of this Agreement (Attention: Douglas M. Pease) or at such other address as Advisor may designate in writing. Any notice, advice or report given to Client under this

Agreement will be delivered in person, or by U.S. mail or overnight courier (postage prepaid), or sent by facsimile transmission or as email or email attachment (with a hard copy sent by U.S. mail when deemed appropriate) to Client at the address set forth below or at such other address as Client may designate in writing.

Section 19. Miscellaneous. If any provision of this Agreement is or should become inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed to be rescinded or modified in accordance with any such law or rule. In all other respects, this Agreement will continue and remain in full force and effect. No term or provision of this Agreement may be waived or changed except in writing signed by the party against whom such waiver or change is sought to be enforced. Advisor's failure to insist at any time on strict compliance with this Agreement or with any of the terms of the Agreement or any continued course of such conduct on its part will not constitute or be considered a waiver by Advisor of any of its rights or privileges. This Agreement contains the entire understanding between Client and Advisor concerning the subject matter of this Agreement and may be amended only by a written document signed by the parties.

Section 20. Privacy and Confidentiality. 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, however, that Client authorizes Advisor to contact Client's accountants, attorneys and other consultants as deemed necessary by Advisor.

Section 21. 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 upon request, an updated Form ADV Part II every year.

Section 22. Satisfaction - Termination. This Agreement may be canceled at any time, by either party, 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.

Client and Advisor have executed this Financial Planning & Investment Management Retainer Agreement on this _____ day of _____ 20_____.

Client:*

Address:

Advisor:

*If the account(s) is/are administered by one or more fiduciaries, each should sign and indicate the capacity in which he or she is acting. If the account is an IRA, the person signing on Client's behalf represents that he or she is the sponsor of the IRA. If the account is for a pension or other employee benefit plan, each person signing on Client's behalf represents that he or she is a named fiduciary of such a plan.

SCHEDULE A

ASSETS UNDER MANAGEMENT

1. Account Assets

The assets that Client wishes Fountain Strategies, LLC to manage at this time are listed below:

Fidelity accounts

2. Custody of Certain Account Assets

Certain retirement plan account assets to be managed under this Agreement will be held in a custodial account established by you with:

Name of Custodian :
Street Address :

SCHEDULE B

**FINANCIAL CIRCUMSTANCES, INVESTMENT OBJECTIVES,
INVESTMENT GUIDELINES AND RESTRICTIONS**

Client's financial circumstances, investment objectives, investment guidelines and any restrictions that Client wishes Advisor to follow in advising Client included in client's current Investment Policy Statement.

Fountain Strategies _____ Balanced Portfolio

Client agrees to notify Advisor promptly of any significant change in the information provided by the Client on this Schedule B or any other significant change in Client's financial circumstances or investment objectives that might affect the manner in which Client's account(s) should be invested.