

**MAAS CAPITAL ADVISORS, LLC
FINANCIAL PLANNING SERVICES AGREEMENT**

This is an agreement between Maas Capital Advisors, LLC, a California limited liability company ("Advisor") with its correspondence address at P.O. Box 312, Forest Grove, Oregon 97116 and [] ("Client"). This Financial Planning Services Agreement pertains to financial services to be provided by Advisor to Client in accordance with the following terms and conditions:

Section 1. Financial Planning Services. Advisor will provide Client with the following services:

- a. A review of Client's financial data provided to Advisor, stated objectives and mutually agreed assumptions.
- b. An analysis of Client's financial situation, which may include net worth, current and projected cash flow, retirement planning, risk management, investment portfolio, tax and estate planning considerations, and other financial needs, all as mutually agreed upon by Advisor and Client.
- c. A written report (the "Plan") of Advisor's analysis and recommendations – including suggested strategies – to achieve Client's stated objectives.
- d. A meeting with Client to discuss Advisor's written report.

Any special instructions or limits that Client wishes Advisor to follow in advising Client are described on Schedule A.

Client is responsible for any and all decisions regarding implementation of these financial planning recommendations.

This Financial Planning Services Agreement is not to be used for investment advisory or asset management services. If Client wishes Advisor to provide such services, a separate advisory agreement shall be completed.

Section 2. Client Responsibilities – Provision of Information. Client recognizes that the value and usefulness of the financial services described herein are dependent upon information that Client provides and upon Client's active participation in the formulation of financial planning objectives.

Client agrees to notify Advisor promptly of any significant change in the information provided by Client or any other significant change in Client's financial circumstances or investment objectives. Client also agrees to provide Advisor with such additional information as Advisor may request in order to permit a thorough evaluation and prepare its recommendations for Client. Client further agrees to indemnify and hold Advisor harmless from any liability which may arise as a result of the provision of inaccurate or incomplete information.

For purposes of this Agreement, Client acknowledges that Advisor is not engaged in the practice of law or accounting. Financial planning recommendations shall not constitute legal or tax advice, analysis or opinion.

Section 3. Advisor's Compensation. Client agrees to compensate Advisor for financial planning services provided at the rate of:

- (a) \$[] per hour; or
- (b) \$[] in total.

- (c) This is an annual retainer agreement, meaning that it will renew annually on its anniversary date, for the first time for a monthly fee of \$[] and adjusted each year for inflation (based on the change in the Consumer Price Index for the previous year) unless terminated by Client. This Section 3(c) is not applicable unless checked.

Advisor will bill Client monthly for services provided, and bills will be due and payable within ten days from the date of invoice. A late charge of 1½ percent (1.5%) per month will be charged upon any balance unpaid within one month of the invoice date.

Section 4. 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 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 5. Death or Disability. If Client is a natural person, the death, disability or incompetency 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 6. Binding Agreement and Non-Assignment. 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 prior written consent of the other party.

Section 7. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of [] without giving effect to any conflict or choice of law provisions.

Section 8. Arbitration. Excepting matters for injunctive relief, any claim or controversy arising out of or relating to the Agreement, including, without limitation, Advisor's performance, or interpretation of the Agreement, shall be settled either by mediation instituted at the request of either party, or if not resolved by mediation, by arbitration. Any mediation or arbitration will be in metropolitan [] unless otherwise agreed to by both parties. Judgment on any arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. Notwithstanding the foregoing, this binding arbitration clause in no way limits or affects Client's rights under the Investment Advisor's Act or related state securities laws.

Section 9. 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 (with a hard copy sent by U.S. mail) to Advisor at the address on the first page of this Agreement (Attention: James Corbeau) 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, by U.S. mail or overnight courier (postage prepaid) or sent by facsimile transmission (with a hard copy sent by U.S. mail) to Client at the address set forth below or at such other address as Client may designate in writing.

Section 10. 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 11. Privacy and Confidentiality. Client has received and reviewed a copy of Advisor's Privacy Statement. 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. Advisor will annually send a copy of the Privacy Statement to Client.

Section 12. Conflicts of Interest. Advisor agrees to act in Client's best interest at all times. Should a conflict arise, Advisor shall refrain from rendering any advice or services related to the conflict of interest. Advisor will immediately disclose to Client any conflict of interest having a significant detrimental effect on the services offered to Client.

Section 13. Disclosure. Client has received and reviewed a copy of Advisor's Form ADV Part II and Privacy Statement, as well as a copy of this Agreement. Client shall be offered a copy of Form ADV Part II annually.

Section 14. Termination. This Agreement may be canceled at any time, by either party, for any reason upon receipt of written notice by the non-canceling party. Upon termination, any prepaid, unearned fees will be promptly refunded, and any earned, unpaid fees will be due and payable.

Section 15. Attorney Fees. In the event any action, including without limitation those arising before and at any trial, arbitration, bankruptcy, or other proceeding and in any appeal, is filed to enforce or interpret the terms and obligations of this Agreement or any issues related to the United States Bankruptcy Code (whether or not the issues relate to the terms of this Agreement), the prevailing party shall be entitled to its reasonable attorney fees, paralegal fees, disbursements and costs, including reasonable post-judgment attorney fees incurred in collection efforts.

Section 16. Indemnification. In the event Advisor, or any of its employees, are made party to any claim, dispute or litigation or otherwise incur any loss or expense in connection with Client's obligations or liabilities arising related to this Agreement, Client shall indemnify and reimburse Advisor or such other person or persons for all losses and expenses incurred, including reasonable attorney fees.

Client has the right to terminate this Agreement without penalty within 5 business days after entering into the Agreement.

Client and Advisor have executed this Financial Planning Services Agreement on this ____ day of _____, 20____.

CLIENT(S) * *

Signature

Signature
(for joint clients)

Address

City, State, Zip

By: _____

Maas Capital Advisors, LLC
[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 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 plan.

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SCHEDULE A

Example Only