DISCRETIONARY INVESTMENT ADVISORY AGREEMENT

This Agreement is between Symphony Financial Planning, LLC, ("Advisor") and _____ ("Client"), and is dated as of the date executed by Symphony Financial Planning, LLC. Symphony Financial Planning, LLC, is a California-registered investment adviser whose mailing address is 1784 Picasso Ave., Ste. D, Davis, CA 95618-0551.

1. SCOPE OF ENGAGEMENT.

(a) The Client hereby appoints the Advisor as an Investment Advisor to perform the services hereinafter described, and the Advisor accepts such appointment. The Advisor shall be responsible for the *discretionary* investment and reinvestment of those Assets of the Client designated by the Client in Addendum A to be subject to the Advisor's management of (the "Assets" or "Account");

(b) The Advisor is *authorized*, without prior consultation with the Client, to buy, sell, and trade in stocks, bonds, mutual funds, and other securities and/or contracts relating to the same;

(c) The following disclosure is specifically applicable to Advisor's management of Client's Assets:

1. **Initial Interview –** an initial interview is conducted with each Client (either in person, by telephone conference, and/or via a questionnaire) to determine the Client's financial circumstances, goals, acceptable levels of risk and other relevant circumstances;
2. **Individual Treatment** – the Client's Account is managed on the basis of the Client's financial circumstances and investment objectives;
3. **Monitoring** – the Client's circumstances shall be monitored through quarterly and annual account reviews;
4. **Consultation Available** – Advisor shall be reasonably available to consult with the Client relative to the status of Client's Account;
5. **Notice of Transactions** – the Client shall receive, at least monthly, notice of all transactions in the Client's Account;
6. **Quarterly Statement** – the Client shall be provided, at least quarterly, with web-based reports containing information on the performance of Client's Account.
7. **Ability to Impose Restrictions** – Client shall have the ability to impose reasonable restrictions on the management of his/her/its Account, including the ability to instruct the Advisor not to purchase certain mutual funds, stocks or other securities;
8. **Ownership** – each Client retains indicia of ownership of the Account (e.g. right to withdraw securities or cash, exercise of delegate proxy voting and receive transactions confirmations);
9. **No Pooling** – the Client's beneficial interest in a security does not represent an undivided interest in all the securities held by the Custodian, but rather represents

a direct and beneficial interest in the securities which comprise the Client's Account;

10. **Separate Account** – A separate account is maintained for the Client with the Custodian; and;

11. **Advisor's Fee** – The Advisor believes that its annual fee is reasonable in relation to (1) the advisory services provided under this Agreement; and (2) the fees charged by other investment Advisors offering similar services/programs.

(d) The authority granted by the Client to the Advisor hereby shall continue in force until revoked by the Client in writing. Such revocation shall be effective upon receipt by the Advisor. The death or incapacity of the Client shall not terminate the authority of the Advisor granted herein until the Advisor shall receive actual notice of such death or incapacity; and

(e) The Client agrees to provide information and/or documentation requested by Advisor in furtherance of this Agreement, as pertains to Client's income, investments, taxes, insurance, estate plan, etc. The Client also agrees to discuss with Advisor his/her/its investment objectives, needs and goals, and to keep Advisor informed of any changes regarding same. The Client acknowledges that Advisor cannot adequately perform its services for the Client unless the Client diligently performs his/her/its responsibilities under this Agreement. Advisor shall not be required to verify any information obtained from the Client, Client's attorney, accountant or other professionals, and is expressly authorized to rely thereon.

(f) Unless otherwise specifically and expressly indicated in this Agreement, Client acknowledges and understands that the service to be provided by Advisor under this Agreement is limited to the management of the Assets and does not include financial planning services. The Advisor may, at its sole discretion, provide Comprehensive Financial Planning or Focused Consultation Services at a reduced rate or without charge to the Client.

2. ADVISOR COMPENSATION.

(a) The Advisor's annual fee for investment management services provided under this Agreement shall be a percentage (%) of the market value of the Assets under management in accordance with the following schedule;

	INVESTMENT ACCOUNTS		CASH MANAGEMENT ACCOUNTS	
Assets Under Management	Annual Fee	Billed Quarterly As	Annual Fee	Billed Quarterly As
Under $100,000	1.50%	0.3750%	0.50%	0.1250%
$100,000 - $249,999	1.25%	0.3125%	0.50%	0.1250%
$250,000 - $499,999	1.15%	0.2875%	0.50%	0.1250%
$500,000 - $999,999	1.00%	0.2500%	0.50%	0.1250%
$1,000,000 - $1,499,999	0.95%	0.2375%	0.50%	0.1250%
$1,500,000 - $1,999,999	0.90%	0.2250%	0.50%	0.1250%
$2,000,000 - $2,999,999	0.80%	0.2000%	0.50%	0.1250%
$3,000,000 - $3,999,999	0.70%	0.1750%	0.50%	0.1250%
$4,000,000 - $4,999,999	0.60%	0.1500%	0.50%	0.1250%
$5,000,000 and above	0.50%	0.1250%	0.50%	0.1250%

This annual fee shall be pro-rated and paid in arrears at the end of each calendar quarter. Each quarterly fee will be based on the actual number of days in the quarter as a percentage of days in the year. Fees accrue daily and are determined on the last day of each calendar quarter by

calculating the mean of the daily balances (Average Daily Balance) during the previous quarter in the Client's Accounts. No increase in the annual fee shall be effective without prior written notification to the Client;

(b) Fees will be automatically deducted from the account. Clients will be provided with a quarterly statement reflecting deduction of the advisory fee.

(c) In addition to Advisor's annual investment management fee, the Client shall also incur:

1. charges imposed at the mutual fund level (e.g. advisory fees and other fund expenses), and
2. transaction and administrative fees imposed by the custodian or Broker-Dealer.

(d) Client acknowledges and agrees that Advisor may charge the custodian account for certain additional assets managed for Client by the Advisor but not held by the Custodian (i.e. variable annuities, mutual funds, 401-K); and

(e) No portion of Advisor Compensation shall be based on capital gains or capital appreciation of the Assets except as provided for under the Investment Advisors Act of 1940.

3. EXECUTION OF INVESTMENT ACCOUNT TRANSACTIONS (WHEN APPLICABLE).

Adviser will arrange for the execution of securities transactions for the Account through brokers or dealers that Adviser reasonably believes will provide best execution. In selecting a broker or dealer, Adviser may consider, among other things, the broker or dealer's execution capabilities, reputation and access to the markets for the securities being traded. Adviser generally will seek competitive commission rates but will not necessarily attempt to obtain the lowest possible commission for transactions for the Account.

Adviser may, in its discretion, cause the Client's Account to pay brokers a commission greater than another qualified broker might charge to effect the same transaction where Adviser determines in good faith that the commission is reasonable in relation to the value of the brokerage and services received.

4. CUSTODIAL ARRANGEMENTS.

Custody of Account assets will be maintained with the independent custodian selected by Client (the "Custodian"). Adviser will not have custody of any assets in the Account. Client will be solely responsible for paying all fees or charges of the Custodian. Client authorizes Adviser to give Custodian instructions for the purchase, sale, conversion, redemption, exchange or retention of any security, cash or cash equivalent or other investment for the Account. Client also authorizes and directs Adviser to instruct Custodian on Client's behalf to (a) send Client at least quarterly a statement showing all transactions occurring in the Account during the period covered by the account statement, and the funds, securities and other property in the Account at the end of the period; and (b) provide Adviser copies of all periodic statements and other reports for the Account that Custodian sends Client.

The Client may open and maintain Accounts with any Custodian provided the Custodian is able to provide the Advisor with reasonable access to the Client's Accounts for which the Advisor is responsible for the *discretionary* investment and reinvestment of those Assets**.** Additionally, the Custodian must provide the Adviser with access to the necessary trading and back office tools that will enable the Adviser to fully carry out its responsibilities under this Agreement.

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If the Custodian is not able to or ceases to be able to fulfill the above requirements, the Adviser will provide timely Notice to the Client. Subsequently, the Client then must close his or her Accounts with that Custodian and select a suitable replacement Custodian within five (5) business days of receipt of such Notice.

Notwithstanding the above, the Adviser recommends that the Client selects TD Ameritrade Institutional ("TD Ameritrade) as Custodian. This recommendation is based on the following factors: access to and quality of research resources (even if such research resources are not for the exclusive benefit of those Clients who select TD Ameritrade as Custodian); custody services; financial responsibility; transaction capability; transaction costs; electronic trading capabilities; and products offered; with all criteria being of equal importance. It is understood that if the Client selects TD Ameritrade as Custodian, the Client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the Account than would otherwise be the case.

Neither Advisor, nor any of its principals or associated persons, will directly receive any portion of the brokerage commissions and/or transaction fees charged to the Client. However, in return for effecting securities brokerage transactions broker-dealers, Advisor may receive certain investment research products or services which assist Advisor in its investment decision making process for the Client, all of which shall be in compliance with Section 28(e) of the Securities Exchange Act of 1934.

7. RISK ACKNOWLEDGMENT.
Advisor does not guarantee the future performance of the Assets 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 Assets. Client understands that investment decisions made for Client's Assets by Advisor are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable.

8. DIRECTIONS TO THE ADVISOR.
Except for decisions regarding the purchase and/or sale of specific investments, all directions by the Client to the Advisor (i.e. notices, instructions, including directions relating to changes in the Client's investment objectives) shall be in writing and shall be effective upon receipt by the Advisor. The Advisor shall be fully protected in relying upon any such direction, notice, or instruction until it has been duly advised in writing of changes therein.

9. ADVISOR LIABILITY.
Except as otherwise provided by federal or state securities laws, the Advisor, acting in good faith, shall not be liable for any action, omission, investment recommendation/decision, or loss in connection with this Agreement including, but not limited to, the investment of the Assets.

10. PROXIES.
Unless the Client directs otherwise in writing, the Client shall direct the manner in which proxies solicited by issuers of securities beneficially owned by the Client shall be voted. Advisor is authorized to instruct the Custodian to forward to Client copies of all proxies and shareholder communications relating to the Assets.

11. REPORTS.

The Advisor and/or CUSTODIAN shall provide the Client with periodic investment reports showing the Assets and market values for each security included in the Assets.

12. TERMINATION.
This Agreement will continue in effect until terminated by either party by written notice to the other. Termination of this Agreement will not affect (i) the validity of any action previously taken by Advisor under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (iii) Client's obligation to pay advisory fees (pro-rated through the date of termination). Upon the termination of this Agreement, Advisor will have no obligation to recommend or take any action with regard to the securities, cash or other investments in the Account. Advisor will provide Client**s** with a pro-rata refund of their prepaid advisory fees to the extent that one is due.

13. ASSIGNMENT.
This Agreement may not be assigned (within the meaning of the Advisors Act) by either the Client or the Advisor without the prior written consent of the other party. The Client acknowledges and agrees that transactions that do not result in a change of actual control or management of the Advisor shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Advisors Act.

14. NON-EXCLUSIVE MANAGEMENT.
Advisor, its officers, employees, and agents, may have or take the same or similar positions in specific investments for their own Accounts, or for the Accounts of other Clients, as the Advisor does for the Assets. Client expressly acknowledges and understands that Advisor shall be free to render investment advice to others and that Advisor does not make its investment management services available exclusively to Client.

15. 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.

16. ARBITRATION.
This Agreement contains a provision, which requires that all claims arising out of transactions or activities affecting the provision of services by Advisor to Client (collectively referred to as "the parties") be resolved through arbitration. The parties acknowledge, understand and agree that:

(i) Arbitration is final and binding on the parties.
(ii) The parties are waiving their right to seek remedies in court, including the right to jury trial.
(iii) Pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings.
(iv) The Arbitration Award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of a ruling by the arbitrators is strictly limited.
(v) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

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To the extent permitted by law, all controversies which may arise between the parties or any of their affiliated companies concerning any transaction arising out of or relating to this Agreement, or the construction, performance, or breach of this or any other agreement between us whether entered into prior to, on or subsequent to the date hereto, shall be submitted to arbitration conducted under the Rules of the American Arbitration Association.

Arbitration must be commenced by service upon the other party, of a written demand for arbitration or a written notice of intention to arbitrate. Judgment upon any award rendered by the arbitrator(s) shall be final, and may be entered in any court having jurisdiction. Any arbitration proceeding pursuant to this Agreement shall be determined pursuant to the laws of the State of California. This Agreement supersedes any and all preexisting agreements and/or understandings. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

The parties hereby submit to the in personam jurisdiction of the courts of the State of California (and expressly waive any defense to personal jurisdiction of Client by such courts) for the purpose of confirming, vacating or modifying any such award or judgment entered thereon. To the extent any controversy as above described is to be resolved in a court action, the parties expressly agree that such action shall be brought only in State or Federal courts in California and service of process in such action shall be sufficient if served on the parties by certified mail, return receipt requested, at the parties last address known to the other party. In this connection the parties expressly waive any defense(s) to personal jurisdiction of the parties by such court; (b) service of process as set forth above; (c) to venue, and in addition, expressly agree that California is a convenient forum for any such action.
Nothing herein shall be enforceable to the extent that the Client waives any of his/her/its rights under state or federal securities laws.

17. DISCLOSURE STATEMENT.
Client acknowledges receipt of Part 2 of Form ADV, a disclosure statement containing the equivalent information, or a disclosure statement containing at least the information required by Part 2A Appendix 1 of Form ADV if the client is entering into a wrap fee program sponsored by the investment adviser. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisory contract with this investment adviser, then the Client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.

18. SEVERABILITY.
Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability

without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

19. CLIENT CONFLICTS.
If this Agreement is between the Advisor and related Clients (i.e. husband and wife, etc.), Advisor's services shall be based upon the joint goals communicated to the Advisor. Advisor shall be permitted to rely upon instructions from either party with respect to disposition of the Assets or the Account, unless and until such reliance is revoked in writing to the Advisor. The Advisor shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between the Clients.

20. APPLICABLE LAW.
This Agreement supersedes and replaces, in its entirety, all previous investment advisory Agreement(s) between the parties. To the extent not inconsistent with applicable law, this Agreement shall be governed by and construed in accordance with the laws of the State of California. In addition, to the extent not inconsistent with applicable law, the venue (i.e. location) for the resolution of any dispute or controversy between Advisor and Client shall be the State of California.

21. AMENDMENT.
The Adviser may amend this Agreement by modifying or rescinding any of its existing provisions or by adding any new provisions. Any such amendment will not be effective until thirty (30) days after notice of the amendment is mailed by Adviser to the Client.

IN WITNESS WHEREOF, the Client and Advisor have each executed this Agreement on the day, month and year first above written.

Client's Signature _____ *Date* _____

Client's Name (Print) _____

Client's Signature _____ *Date* _____

Client's Name (Print) _____

Symphony Financial Planning LLC

By: _____

Paul Meyerhoff, President

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Addendum A

Assets Managed Under this Advisory Agreement

Date	*Account Number*	*Title*	*Approximate Starting Value*

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Addendum B

Client Contact Information & Preferences

Contact information as of _____

Client's Name (Print) _____

Client's Name (Print) _____

Client's Mailing Address _____

_____

_____

Client's primary e-mail Address _____

Client's secondary e-mail Address _____

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Addendum C

IMS Quarterly Reporting Options Form

Quarterly Management Fee and Portfolio Summary Performance Reports

- ❑ I/We would prefer to receive a paper copy of my/our Quarterly Management Fee and Portfolio Summary Performance reports mailed to the address below. [This is the default if a response is not received.]
- ❑ I/We do not want a paper copy mailed to me/us and prefer to receive notification to the e-mail address below that the quarterly management fee and portfolio summary performance reports are available online.
- ❑ We prefer to receive both paper copies and e-mail notification of the quarterly management fee and portfolio summary performance reports.

❑ Please e-mail reminder instructions for accessing account information online to the e-mail address(es) below.

Mailing address: _____

_____

E-mail address(es) : _____ (*Primary for HH)

_____

Client's Printed Name	Client's Signature	Date
Client's Printed Name	Client's Signature	Date