



INVESTMENT ADVISORY AGREEMENT

This Agreement is made as of <day> <month>, 20<year>, by and between Michael McTighe, dba 3. Ingenuity (“Adviser”) and <Client name> (“Client”).

RECITALS

A. Adviser engages in the business of performing financial planning and investment advisory services.

B. Client desires to engage the services of Adviser and Adviser is willing to create a financial plan based on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants, and conditions hereinafter contained and intending to be legally bound, the parties hereto agree as follow:

1. Services of Adviser - Client hereby retains Adviser as an financial planner. Adviser agrees to create a financial plan and/or budget for the Client.

2. Adviser’s Authority – The Adviser shall have no authority over any Clients Accounts unless by a separate agreement.

3. Conflicts of Interest – In addition to financial planning services, the Adviser performs investment advisory services. As such, a conflict exists between the interest of the Adviser and the interests of the Client. Therefore, the Client is under no obligation to act upon any Adviser’s recommendation. Furthermore, if the Client elects to act on any of the recommendations, the Client is under no obligation to effect the transactions through the Adviser.

4. Confidential Relationships – All information and advice furnished by either party hereto to the other and its agents and employees, shall be confidential and shall not be disclosed to third parties except as required by law. Nothing in this Agreement; however, shall prevent disclosure of information: (a) known to the public prior to the date of this Agreement, (b) made known to the public other than by breach of this Agreement, (c) known to the Adviser prior to the date of this Agreement, or (d) becomes known to Adviser by a third party and Adviser is under no obligation to keep such information confidential.

3. Ingenuity - Investment Advisory Agreement

5. Services to Other Clients – The parties acknowledge that the relationship established by this Agreement is non-exclusive and that the Adviser performs investment advisory services and financial planning for other clients. Client recognizes that each client may have varying financial needs, and that Adviser may charge differently for Financial Planning services to another client based upon the complexity of the client.

6. Fees

a. Fee – Client shall pay to Adviser as compensation for the services rendered hereunder a one time fee of <fee amount>. The fee is agreed upon prior to any service being performed by the Adviser.

b. Payment of Fee – All fees due under this Section shall be paid within thirty (30) days of the date of the invoice prepared by the Adviser at delivery of financial plan.

7. Termination by Either Party – Either Client or Adviser may terminate this Agreement effective upon written notice to the other party fifteen (15) days after signing the agreement or before the financial plan has been delivered to Client, which ever occurs first.

8. Limitation of Liability.– Adviser shall not be liable for any loss arising from any act or omission or for any errors of judgment of Adviser, its employees, or its agents in the performance of its obligations hereunder, except for losses resulting from negligence or malfeasance or violation of applicable law.

9. Disclosure Statement – Client acknowledges receipt, at least forty-eight (48) hours prior to execution of this Agreement, of a disclosure statement from Adviser containing the information required by Part II of Form ADV under the Investment Advisers Act of 1940.

10. Entire Agreement – This statement contains the entire agreement and understanding between the parties.

11. Applicable Law – This Agreement shall be governed by and construed in accordance with the laws of the State of California as applied to contracts between California residents made and to be entirely performed with the State of California.

12. Severability – If any part of this Agreement is determined to be illegal or unenforceable, all other parts shall remain in effort.

13. Notices – Any notice given under this Agreement shall be in writing and shall be served either personally or delivered by U.S. mail, postage prepaid, registered, or certified mail, return

3. Ingenuity - Investment Advisory Agreement

receipt requested to the addresses set forth on the signature page hereto or to such address designated as set forth in this Section. A party may designate a new address for notices upon ten (10) days prior written notice to the other party.

14. Subject Headings – The subject headings of the paragraphs of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any construction on any of the provisions of this Agreement.

15. Amendments – This Agreement may not be altered or modified except by a writing executed by the parties except as otherwise expressly provided herein.

16. Counterparts – This Agreement may be executed in counterparts, and each counterpart shall be deemed an original instrument

17. Successors and Assigns – This Agreement may not be assigned without the written consent of the other party. Any attempted assignment without such consent shall be void. This Agreement shall be binding on all permitted successors and assigns of the parties and the inure to the benefit of the permitted successors and assigns of the party.

18. Settlement of Disputes – All questions, disputes, or differences in any way arising out of or relating to this Agreement or any agreement entered into in connection herewith, including, without limitation, as to the existence, validity, enforceability, interpretation, application, or breach of this Agreement or any duty of Adviser, may be settled by arbitration, provided both parties agree, pursuant to an din accordance with the Federal Arbitration Act, 9 U.S.C. Section 1 et seq., and the following:

a. Forum – The arbitration shall be held in Sacramento, California before a sole arbitrator jointly selected by the parties.

b. Notice and Selection of Arbitrator – A party desiring to submit a matter to arbitration shall give written notice to the other party. If the parties fail to jointly agree upon the selection of an arbitrator within thirty (30) days after receipt of the notice, application for the appointment of the arbitrator may be made to the Chief Judge of the United States District Court of the Eastern District of California, Sacramento. Any arbitrator appointed shall be an attorney shall be an attorney who has significant experience in the securities industry, including experience with agreements of the same general nature as this Agreement.

c. Conduct – The arbitrator shall conduct the proceedings in the manner the arbitrator deems appropriate, consistent with basic standards of fairness and due process.

3. Ingenuity - Investment Advisory Agreement

d. Basis of Decision – The arbitrator shall decide the matters submitted based upon the evidence presented, the terms of this Agreement, and the governing law.

e. Written Award – The arbitrator shall issue a written award which shall state the bases of the award and include detailed findings of fact and conclusions of law.

f. Entry of Judgment – The United States District Court for the Eastern District of California, Sacramento shall enter judgment upon any award, either by confirming the award or by vacating, modifying, or correcting the award.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ADVISER:

MICHAEL McTIGHE, dba 3. INGENUITY

Michael McTighe

Address: 3. Ingenuity
PO Box 605
Roseville, Ca 95678

CLIENT:

<Clients name>

Address: <Clients address>