

PHOENIX PORTFOLIO MANAGEMENT SERVICE, INC.
INVESTMENT ADVISOR AGREEMENT

This Agreement is executed on this _____ day of _____ 19____ by

And between Phoenix Portfolio Management Service, Inc., a California Corporation dba Phoenix Portfolio Management Service (PPMS), a Broker/Dealer, Registered Investment Advisor and (Client).

Whereas, PPMS is in the business of providing financial services and investment advice; and

Whereas, Client desires PPMS to provide financial and investment advice;

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement, it is understood and agreed as follows:

I SERVICES:

PPMS shall provide Client the financial planning services as indicated by the selected option listed below:

Option A.

Prepare a Written Financial Plan. This plan will be based on the Client's needs, personal financial objectives and risk temperament, which shall include recommendations to assist the client in meeting his stated objectives. PPMS' recommendations will be made on the basis of the written data provided by the Client. Client should use care in providing financial data. Within a reasonable time following PPMS' receipt of the required information from the Client, and in reliance upon the accuracy and completeness thereof, after consultation with the Client, PPMS will provide in the written plan the specific analysis of one or more of the following areas marked below:

Net Worth Statement

Asset Analysis and Allocation

Estate Planning Reports

Tax Analysis

Cash Flow Analysis

Disability Analysis

Retirement Cash Flow

Education Overview

Other

Initial _____

Date _____

After the written plan has been delivered by PPMS to the Client, PPMS shall consult with the client to review the written plan. After such review, PPMS' obligations under this Agreement shall then terminate.

Client shall pay to PPMS for services provided under Option A a fee of \$_____, half is payable upon the signing of this agreement and the balance upon delivery of the written plan.

At such time as the Client receives the written financial plan, the Client has the sole discretion to implement the recommendations, either completely or in part. In order that there may be no future misunderstanding, the Client will pay a fee under this Agreement for the written plan and this plan shall contain planning recommendations for the Client through the date of delivery. Except as the Client may retain PPMS as provided below in this Agreement, PPMS has no obligation to update the written financial plan after it has been delivered to the Client as provided herein.

Option B

Financial Planning Consultation. PPMS agrees to consult with the Client who seeks guidance in each of the areas indicated below, but not total financial planning. The fees for such service will be based upon an hourly rate of \$_____, and such fee shall not exceed \$_____ without the Client's written consent. The agreed upon fees will be due upon receipt of an invoice for services rendered. This consultation will be limited to the following areas:

Upon receipt by the Client of verbal and /or written consultation, PPMS obligations under this Agreement shall then terminate.

Option C

Periodic Plan Review. PPMS agrees to provide additional review and consultation of the financial plan or financial planning consultation completed under Option(s) A or B

every _____ months from the effective date of this Agreement.

Such review and consultation will consist of specific areas as marked below:

_____ Review of Financial Goals

_____ Cash flow Analysis

_____ Tax Analysis

Initial _____

Date _____

____ Investment/Asset Analysis

____ Educational Analysis

____ Retirement Analysis

____ Disability Analysis

____ Survivor's Analysis

____ Financial statement

____ Other

The Periodic Review will be based on an hourly rate of \$_____ and such review shall not exceed____hours without Client's prior written consent.

Option

_____ D. Advice or Analyses With Respect to Securities, PPMS agrees to consult with

Client who seeks advice concerning investment securities only.

With Respect to this service, Client understands and acknowledges as follows.

- 1) VVJ is a registered Securities Principal of a registered Broker/Dealer, Phoenix Portfolio Management Service.
- 2) VVJ, Phoenix Portfolio Management Service or their associated persons, shall not be compensated for this service to Client except as set forth below.
- 3) VVJ, Phoenix Portfolio Management Service or their associated persons, may act as a broker to both Client and to the person selling securities to (or buying securities from) Client.
- 4) VVJ, Phoenix Portfolio Management Service or their associated persons, may receive broker's commissions in the event they act as a broker as set forth in item D2 above.
- 5) In the event VVJ, Phoenix Portfolio Management Service or their
- 6) associated persons, act as a broker as set forth in item D2 above, PPMS, Phoenix Portfolio Management Service, Inc. or their associated persons, will have a potentially conflicting division of loyalties and responsibilities to the Client and other persons to the securities transaction.

Initial_____

Date_____

Client fully understands the foregoing and hereby consents and authorizes PPMS or its associated persons to effect the agency cross transactions set forth in this Option D.

- 7) Client may revoke the consent set forth in item D5 above at any time upon written notice to PPMS.
- 8) Client acknowledges and understands that even if PPMS, Phoenix Portfolio Management Service or their associated persons, do not effect any agency cross transactions as set forth above, PPMS, Phoenix Portfolio Management Service or their associated persons may receive broker's commissions in the event they effect securities transactions authorized by Client.
- 9) Maximum amount percentage to be charged 2% under management.
- 10) Lower fees for comparable service may be available.

II. CLIENT RESPONSIBILITIES

Client will provide PPMS, Phoenix Portfolio Management Service or its associated persons, with the information necessary to undertake the services selected by Client as set forth in Option(s) _____ above. Client recognizes that the value and usefulness of the financial planning services of PPMS, Phoenix Portfolio Management Service and its associated persons, will be dependent upon information Client provides and upon Client's active participation in the formulation of financial planning objectives and in the implementation of plans to obtain those objectives. Client will inform PPMS, Phoenix Portfolio Management Service or its associated persons, of any material change in the information which has been supplied by Client to same. Client will complete a detailed questionnaire provided by PPMS, Phoenix Portfolio Management Service or its associated persons. Client will also provide copies of insurance policies, wills, tax returns, and other documents as PPMS, Phoenix Portfolio Management or its associated persons, may reasonably request in order to permit the evaluation of Client's objectives, preparation of recommendations for the Client, and delivery of the written plan. Further, Client agrees to and shall hold PPMS, Phoenix Portfolio Management Service and its officers, directors, employees and agents harmless from any liability, claim, damage, cost, or expense which may arise due to the Client furnishing inaccurate or incomplete information.

Recommendations will be based on information provided to PPMS, Phoenix Portfolio Management Service or its associated persons by the Client. PPMS, Phoenix Portfolio Management Service or its associated persons shall not be responsible for verifying the accuracy of the information and, except as expressly set forth in any written material furnished to the Client. PPMS, Phoenix Portfolio Management Service, or its associated persons does not claim to have any special privileged knowledge or information.

The Client further acknowledges that investment decisions are based largely on matters of judgment and that neither PPMS, Phoenix Portfolio Management Service or its individual representatives insure, guarantee or make any assurance concerning that results of acting upon any recommendation.

III. BROKER/DEALER

Client acknowledges he understands that the person or persons who perform the function of acquiring confidential data for analysis by VVJ is a registered securities principal of Phoenix Portfolio Management Service. Article IV sets forth certain conflicts of interest between VVJ and associated persons and Client, and explains that Client is free to select any broker or any other person for implementation of the plan.

IV. DISCLOSURE OF INTEREST AND CAPACITY

A. Following evaluation by Client of the initial written financial plan delivered to him/her under this Agreement, there are two aspects of follow-through implementation:

1. **Period Service Assistance.** As provided in this Agreement, this involves PPMS to deliver documents to, and to hold conferences with, the Client and assist Client in the completion of forms and agreements to accomplish Client's objectives.
2. **Product Purchases/Sales.** This involves the voluntary acquisition or disposition by the Client of investment, real estate or insurance products to accomplish Client's objectives. This Agreement and fee do not provide for any product related activity. Implementation of the financial plan by product acquisitions or dispositions is entirely at Client's discretion and option.

B. Client acknowledges that he/she understands that:

1. VVJ is a registered securities principal associated with Phoenix Portfolio Management Service, which is registered with the National Association of Securities Dealers, Inc.
2. VVJ is a registered principal of Phoenix Portfolio Management Service
3. Victor V. James, Jr. is an agent for various life, medical, disability and annuity insurance companies.
4. VVJ may recommend to Client that he/she purchase mutual fund securities, and VVJ may recommend mutual funds which have a load or sales commission.

Initial _____

Date _____

5. Phoenix Portfolio Management Service and certain registered representatives of Phoenix intend to engage VVJ to provide certain marketing, educational, clerical and technical support to the registered representatives of Phoenix.
6. Conflicts may exist between the interest of PPMS and the interests of the Client.

- C. If Client decides to implement any of the recommendations through PPMS and its associated persons in any of the above listed capacities or to utilize the services of any of PPMS or associated persons, Client hereby consents to the above described conflicts of interest for providing financial planning services as provided in this Agreement, and to the following additional compensation:
1. If PPMS is acting as registered principal or representative of Phoenix Portfolio Management Service, a registered securities Broker/Dealer, the receipt by PPMS of brokerage commissions attributable to securities transactions, which commissions will range from 0% to 10% of the total sales price; and
 2. If PPMS or PPMS's associated persons are acting as insurance agents for various insurance companies, PPMS and/or PPMS's associated persons will receive insurance commissions from the insuring company; and
 3. If VVJ and associated persons are acting as registered representatives of Phoenix Portfolio Management Service for sales of mutual funds, the receipt by PPMS and associated persons of sales commissions attributable to such transactions.
- D. Client is under no obligation to act on the recommendations of PPMS or its associated persons. If Client elects to act on any of the recommendations, Client is under no obligation to effect any investment, securities or other transaction through PPMS or its registered representative(s), or to execute any other recommendations through any of PPMS's or associated persons.

V. LEGAL AND ACCOUNTING SERVICES

PPMS is not authorized or qualified to give legal or accounting advice or prepare legal or accounting documents for the implementation of Client's financial business or estate plan.

Initial_____

Date_____

Client is strongly urged to seek the advice of his her personal attorney, accountant or other tax advisors in implementing the recommendations contained in the written financial plan. Implementation of all or any portion of the financial plan is entirely at the Client's sole discretion.

RECEIPT OF DISCLOSURE STATEMENT

The Client acknowledges by execution of this Agreement receipt from PPMS of Part II of the ADV Form as required pursuant to Rule 204-3 under the Investment advisors Act of 1940, a written disclosure statement regarding Phoenix Portfolio Management Service, PPMS, its services, personnel and fees.

VII. CONFIDENTIALITY

All information and recommendations furnished by either Client or PPMS to the other shall at all times be treated in strictest confidence and shall not be disclosed to third persons, except as may be required by law or except upon the prior written approval of the other party to this Agreement.

VIII. VALIDITY OF FINANCIAL PLAN, FINANCIAL PLANNING CONSULTATION, PLAN UPDATE AND ANNUAL, QUARTERLY OR MONTHLY REVIEWS AND REPORTS

Client understands the recommendations given during any financial planning consultation or contained in any analysis or in the financial plan, plan update or annual, quarterly or monthly review or report are valid as of the date of the consultation, analysis, plan, plan update, annual, quarterly or monthly review or report and are not valid for any period of time beyond such date.

IX. REGISTRATION

PPMS represents and warrants that Phoenix Portfolio Management Service, Inc, is registered as an Investment Advisor with the Securities and Exchange Commission pursuant to the Investment Advisors Act of 1940 as amended, and that such registration is currently effective. Such registration does not indicate or represent any mark of approval by the Securities and Exchange Commission.

Initial _____
Date _____

X. NON-EXCLUSIVE CONTRACT

It is understood that PPMS renders investment advisory services for Clients and customers other than Client. Nothing in this Agreement shall be deemed to impose upon PPMS any obligation to recommend for purchase or sale by or for the Client any security or other property which the officers, associated persons or employees of PPMS may purchase or sell for their own accounts, or which PPMS may recommend for any other Client. Similarly, nothing in this Agreement shall be deemed to impose upon PPMS, any of its officers, associated persons or employees, any restrictions on the purchase or sale of securities for their own accounts. As a result, PPMS, its

associated persons or employees, in those circumstances in which they have no direct knowledge of recommendations of specific securities made to Client, may have a position of interest in securities which are recommended for Client to purchase or sell. Furthermore, it is possible that PPMS, its officers, associated persons, or employees, may purchase or sell securities in front of Client and at a better price than the price obtained for Client or contrary to the recommendations made to Client. Neither PPMS' acceptance of Client's financial planning objectives nor any other provision of this Agreement shall be considered a guarantee that any specific result will be achieved.

XI. GOVERNING LAW

This Agreement and its interpretation and enforcement shall be governed and controlled by the laws of the State of California and applicable federal law. Investment Advisor services performed by PPMS shall be in compliance with the Investment Advisors Act of 1940 and rules and regulations thereunder.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties. It may be amended only by a written agreement signed by both an authorized representative of PPMS and Client.

XIII. ASSIGNMENT

PPMS will not assign this Agreement without the prior consent of the Client.

Initial _____

Date _____

XIV. JOINT AND SEVERAL OBLIGATIONS

In the event more than one person executes this Agreement as the Client, each person signing as the Client agrees to be jointly and severally bound by each obligation assumed by the Client.

Client(s) warrant that he/she (they) has (have) full power and authority to enter into and carry out this Agreement and that by doing so he/she (they) will not be in breach of any investment, charters, contracts, laws, rules or regulations to which he/she (they) may be subject. The person(s) signing this Agreement warrants that he/she (they) has (have) full power and authority to do so.

XV. EFFECTIVE DATE

The parties acknowledge and agree that after this Agreement has been executed, it must then be presented to PPMS for approval, and will become effective only when it is approved and signed by a Principal of Phoenix Portfolio Management Service, Inc..

XVI. RIGHT OF TERMINATION

Client may terminate this Agreement at any time and a refund of the unearned fees will be made based on the time and effort expended by PPMS before termination, with the exception that a full refund of any fees paid will be made if the Agreement is terminated within five business days of the date of this Agreement. This Agreement terminates upon delivery of the specified written reports or performances of the services provided herein.

XVII. ARBITRATION

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 Commercial Arbitration Rules of the American Arbitration Association then applying. The award of the arbitrators or the majority of them shall be final and binding, and not subject to review or appeal. Judgment upon any arbitration award rendered may be entered in any court having appropriate jurisdiction. This clause does not constitute a waiver of any right provided by the Investment Advisors Act of 1940, including the right to choose the forum, whether arbitration or adjudication, in which to seek resolution of disputes.

Initial _____
Date _____

Date this _____ day of _____, 2000 _____

Client Date

Financial Consultant/Advisor Date
Associated Person

Principal

Effective Date

Title

To be prepared in triplicate:
Original: Client
Copy: PPMS
Copy: Advisor/Consultant