



Premier Wealth Advisors, Inc.

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Los Angeles • Miami • Palm Springs • Boston • Las Vegas

Objectivity – Integrity – Competence - Trust

RETAINER AGREEMENT

Integrated Financial Solutions for the Managed Account Program

SERVICICES RENDERED

CLIENT RESPONSIBILITIES:

1. I will provide complete and accurate information and records to Adviser. I acknowledge that the quality and adequacy of Adviser's recommendations and guidance will be dependent on the accuracy and timeliness of the information supplied. All major changes in financial status that may affect the ability to bear any losses associated with current allocation policy and existing investments must be communicated to Adviser promptly. The quality of the annual reviews and success of our investment management service will directly depend on the quality of data and appropriate organization of such plus sufficient time to digest its implications. Accordingly, I agree to provide documents to Adviser so that they arrive at least one week prior to the next scheduled meeting.
2. I understand I am always free to accept or reject any recommendation by Adviser and understand that Adviser cannot guarantee the result of any recommendation.
3. I understand our meetings will not exceed two hours each time unless by mutual agreement.
4. I will take an active role in the advisory process by being honest with my Adviser about my feelings or issues I may have about this process or with my Adviser.
5. I agree to make session cancellation by leaving a message at least 24 hours in advance of a scheduled appointment.
6. I understand that idiosyncratic requests can result in extraordinary expenditures of time and resources. Accordingly, I will honor my Adviser's judgment as to whether such results should be subject to additional charges, or in the alternative, be altered to enable practicality and efficiency. If such alteration occurs with mutual agreement, I will proceed without rancor, regret or judgment or make it the subject of immediate discussion with my Adviser.

ADVISOR SERVICES:

Part I: What we do = Initial Financial Plan (subject to client specifications).

- **Data Collection, Financial Statement Review, and Document Review:** Prior to starting our planning review, we gather all your relevant financial information including cash flow, net worth, investment statements, tax returns, life/disability policies, and estate documents. We review your imminent financial issues as well as discuss your long-term plans. Additionally, we have you complete an investment questionnaire and a goals worksheet. The results are then discussed with you in this meeting.
- **Completion of Account Applications and Transfer Paperwork.** At this time, account applications will be filled out and transfer forms completed so that the assets we are assigned to supervise are transferred to our recommended account custodian. We maintain discretion in our managed accounts. This means we can authorize trades on your behalf in adherence with your investment policy as well as make distributions to you upon request.
- **Financial & Life Goals:** Prioritization and clarification of these goals takes place through structured exercises.
- **Cash Flow:** We provide assistance in compiling both current and projected income and expense data and, if appropriate, recommend strategies to improve the management of expenses.
- **Retirement Sufficiency Analysis:** We review your long-term cash flow projections. Our goal is to provide you with a firm understanding of how much you need to save if you are pre-retirement and how much you can spend each year if you are already retired or financially independent. We are able to create multiple “what if” scenarios so that you also understand how changes in the assumptions impact the long term. For example, you might want to understand the consequences of early retirement, buying a second home or gifting per year to each of your children or grandchildren.
- **Education and Other Goals:** We identify funding needs for differing levels of education costs, clarify the parents’ ability to pay, and suggest college savings vehicles as appropriate for the client’s situation.
- **Tax Return Review & Planning Opportunities:** We estimate your tax liability for the current year, review your most current tax return and make suggestions designed to improve your tax situation, when possible.
- **Investment Planning / Portfolio Management:**
 - Current Investment Analysis & Research: Your existing portfolio is organized and categorized on a series of interlocking Excel spreadsheets. From there, we provide research on your holdings as well as “x-ray” your equity mix to determine disparity of holdings between large to small and foreign to domestic stocks as well as growth to value management styles. Existing portfolio strengths and weaknesses are discussed. In addition, our in-depth investment research strategies are introduced. A review of your risk tolerance questionnaire will take place as well as a discussion of our portfolio management strategies. One of the goals of the investment theory discussion is to determine what your risk tolerance and return expectations are thus helping us recommend an appropriate mix of stocks, bonds and cash for your portfolio.
 - Investment Policy Guidelines and Portfolio Recommendations: We will review a set of written guidelines for your portfolio(s) and review our recommendations for your portfolio based on your answers to our questionnaires and input from our discussions. Our recommended portfolio will be composed of no-load passive and actively managed equity mutual funds and individual bonds. Recommendations will be backed up by third party research reports. The equity portfolio will be “x-rayed” to show diversification areas and efficiency of the investment mix.
 - Portfolio Reports: We will review your first quarterly portfolio reports with you. The goal of this meeting is to review the format of these reports, show you how to read the various reports we provide, and answer any questions you may have. At this time, we will determine if we should send quarterly capital gains/income reports as well as year-end reports (for those with taxable accounts only).

- **Life, Disability & Liability Insurance:** If appropriate, we will help determine how much specific insurance is necessary to cover unmanageable risks. Recommendations of which kind of policy is most appropriate will be provided.
- **Long Term Care Insurance:** If it appears that you are concerned about this area, we will discuss policy specifications and can provide you with illustrations based on your need offered through Premier Capital Management, Inc. Insurance Services. You are under no obligation to purchase the underlying long term care coverage. These illustrations will be used to educate you on the different provisions of a long term care policy. Other illustrations provided by other agencies/agents can also be used for educational purposes.
- **Estate Planning:** We audit present estate documents and provide referrals to attorneys when a client does not have estate documents or requires changes in their existing documents. We determine if estate tax appears a possibility now or in the future and suggest techniques to reduce tax and accomplish a client's estate distribution objectives.
- **Real Estate Planning:** We can help evaluate a potential purchase of investment property or tax impact of sale. Alternative solutions can be investigated such as a 1031 exchange of investment properties to avoid tax. An analysis of the benefits of rental real estate can be provided. Mortgage financing possibilities can be researched when applicable.
- **Coordination of Process:** We provide a system to organize the reports generated during the financial planning process. Our recommendations and action tasks are generated after each meeting and provided to the Client in the form of meeting notes.
- **Three to Six Month Assessment Meeting:** This will be our first review meeting after the conclusion of the initial financial and investment planning. At this meeting, we will review our progress to date with implementation of your portfolio as well as update your financial statements. We also want your feedback on our progress to date towards your initial lifestyle goals and any recommendations you have as to how we might improve our process or service. From this point on, we meet on a periodic basis depending on your needs.

Part II: What We Do After We Start Managing Your Portfolio

- Provide an account at a brokerage utilizing institutional services.
- Accept limited discretionary power so initial positions can be established and investment replacements made when warranted.
- Manage your account(s) using trading discretion in accordance with the agreed upon IPS (investment policy statement).
- Replace investment positions as necessary to maintain the integrity of the portfolio.
- Review account conformance to IPS on a quarterly basis.
- Maintain scheduled research on all mutual funds used on your behalf and review these with you when a request is made.
- Meet periodically to review changes in your financial situation. Provide quarterly portfolio report including valuation and performance data.
- Monitor account activity, assist in additions and withdrawals, and provide quarterly and year-end capital gain reports for client and accountants.

Part III: What We Do - Annual Financial Planning Updates (2nd year forward)

- Identify current & projected issues.
- Review your net worth.
- Review & make recommendations on your global asset allocation.
- Provide recommendations for cash flow management.
- Coordinate with your other professional advisors.
- Provide or review college-funding analysis when appropriate.
- Review any special needs you may have that impact your current circumstances.
- Audit your long-term care, disability, life, and liability insurance coverage.
- Assist in compiling current & retirement expenses.
- Identify tax reduction opportunities.
- Detailed pre and post retirement tax, cash flow & net worth projections.
- Analyze your qualified plan distribution choices.
- Calculate and monitor your pre 59-1/2 SEPP distributions.
- Calculate/document your age 70-1/2 minimum distribution calculations.

- Help you make decisions on major asset acquisition & sales.
- Audit your estate documents and recommend changes if appropriate.
- Review estate protection strategies including insurance applications such as life insurance trusts and long-term care insurance
- Research and recommend 401(k)/403(b) plan allocation & investment recommendations (if elected).

In the event that a client requires additional or extraordinary financial planning and/or consultation services, the Adviser may determine to charge for such additional services, the dollar amount of, and payment terms for, which additional services shall be set forth in a separate written notice to the client.

What We Don't Do:

- Provide supervision or ongoing monitoring of investments outside of Adviser's management except as otherwise specifically provided for, and agreed to by Adviser, in writing.
- Make recommendations for specific company life, disability, long term care or other insurances. We refer you to qualified agents.
- Estate document preparation. Your will be referred to qualified attorneys for necessary legal work. We provide estate planning education and suggestions only.
- Provide custodial services, review, or ongoing recommendations for investment assets without initial and ongoing financial planning.
- Make recommendations for property & casualty insurance coverage. A qualified agent should perform review of such.
- Prepare tax returns.

Discount Brokerage Arrangements

We recommend a discount brokerage to provide custody of client accounts. Adviser has negotiated an institutional discount with a discount broker regarding investment transaction fees for client accounts. Trading fees will vary depending upon the type of investments utilized and the broker providing custody and/or execution services.

Retainer Fee

Premier Wealth Advisors, Inc. is Fee-Only. For equity investments, a separate fee is paid as a part of the portfolio expenses to the mutual fund managers and is taken out of the mutual funds before reporting of returns. This is an inevitable fee if professional management is desired and it is separate from and in addition to our fee.

The *Integrated Financial Solutions* retainer is based on two components both of which are combined to calculate our total fee for ongoing financial planning and asset management. From the inception of the portfolio, this equates to the following percentage based on portfolio size:

- Asset Management & Ongoing Retainer:
Initial Financial Planning Fee - \$2,500

<u>Assets Under Management</u>	<u>Annual Fee (%)</u>
First \$250,000	.99%
Next \$250,000	.99%
Next \$250,000	.99%
Next \$250,000	.99%
Next \$1,000,000	.99%
Above \$2,000,000	.99%

We generally deduct the fees from the accounts that we manage on your behalf. This fee will be deducted from your account unless you prefer to pay it direct.

FEE (mode of payment):

_____ Deduct from Account (information only bill to client) _____ Bill to Client (due within 30 days)

Investment accounts included under the Annual Retainer: _____

This AGREEMENT, made this ____ day of _____, 20____ between the undersigned party, _____, (hereinafter referred to as the “CLIENT”), and PREMIER WEALTH ADVISORS, INC., a registered investment adviser, whose mailing address is 6200 Canoga Ave., Suite 202, Woodland Hills, CA 91367, (hereinafter referred to as “ADVISER”).

1. Scope of Engagement.

(a) The CLIENT hereby appoints ADVISER as an Investment Adviser to perform the services hereinafter described, and the ADVISER accepts such appointment. The ADVISER shall be responsible for the investment and reinvestment of those assets designated by the CLIENT to be subject to the ADVISER’s management (which assets, together with all additions, substitutions and/or alterations thereto are hereinafter referred to as the “Assets” or “Account”);

(b) The CLIENT delegates to the ADVISER all of its powers with regard to the investment and reinvestment of the Assets and appoints the ADVISER as the CLIENT’s attorney and agent in fact with full authority to buy, sell, or otherwise effect investment transactions involving the Assets in the CLIENT’s name for the Account;

(c) The ADVISER 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, on margin (only if written authorization has been granted by an Investment Policy Statement) or otherwise, and to give instructions in furtherance of such authority to the custodian of the Assets (broker dealer where assets are held);

(d) The CLIENT acknowledges that the ADVISER may determine to allocate all or a portion of the Assets, based upon the CLIENT’s stated investment objectives, as documented in the Investment Policy Statement, among various investment alternatives, primarily consisting of: (1) passive and actively managed no-load mutual funds; and (2) individual fixed income securities;

(e) CLIENT authorizes ADVISER to respond to inquiries from, and communicate and share information with, CLIENT’s attorney, accountant and other professionals to the extent necessary in furtherance of ADVISER’s services under this Agreement.

(f) In the event that the Account is a retirement plan sponsored by the CLIENT’s employer, the CLIENT acknowledges that the ADVISER’s investment selection shall be limited to the investment alternatives provided by the retirement plan;

(g) The CLIENT acknowledges and understands that the services to be provided by ADVISER under this Agreement are limited to: (1) the management of the Assets; and, (2) ongoing financial planning and/or consultation services as designated by the CLIENT earlier in this agreement which sets forth additional important terms and conditions of the engagement. In the event that the CLIENT requires additional or extraordinary financial planning and/or consultation services, the ADVISER may determine to charge for such additional services, the dollar amount of which shall be set forth in a separate written notice to the CLIENT; and

(h) Financial Planning/Consulting Service(s). With respect to ADVISER’s financial planning and consulting services, the CLIENT acknowledges that: (i) he/she is free at all times to accept or reject any recommendation from ADVISER, and the CLIENT acknowledges that he/she has the sole authority with regard to the implementation, acceptance, or rejection of any recommendation or advice from ADVISER; (ii) recommendations (i.e. investments, estate planning, retirement planning, taxes, insurance, etc.) may be discussed and/or implemented, at CLIENT’s sole discretion, with the corresponding professional adviser(s) (i.e. broker, accountant, attorney, etc.) of CLIENT’s choosing; (iii) in respect to estate planning and tax planning matters, ADVISER’s role shall be that of a facilitator between the CLIENT and his/her/its corresponding professional advisor(s); (iv) ADVISER is not an attorney nor accountant, and no portion of the ADVISER’s services should be interpreted by CLIENT as legal or accounting advice. Rather, CLIENT should defer to his/her/their attorney or accountant; and (v) he/she/they will maintain sole responsibility to notify the ADVISER if there is a change in his/her/their financial situation or investment objective(s) for the purpose of reviewing/evaluating/revising ADVISER’s previous recommendations and/or services and/or to address new planning or consulting matters.

In addition, as referenced in the above document, the CLIENT agrees to provide information and/or documentation requested by ADVISER in furtherance of this Agreement as pertains to CLIENT’s objectives, needs and goals, and to keep ADVISER informed of any changes regarding same. The CLIENT acknowledges that ADVISER cannot adequately perform its services for the CLIENT unless the CLIENT diligently performs his responsibilities under this Agreement. ADVISER 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. The CLIENT is free at all times to accept or reject any recommendation from ADVISER, and the CLIENT acknowledges that he has the sole authority with regard to the implementation, acceptance, or rejection of any recommendation or advice from ADVISER.

2. **Adviser Compensation.**

(a) The ADVISER's annual fee for investment management services provided under this Agreement shall be a percentage (%) of the market value of the Assets under management. This annual fee shall be prorated and paid quarterly, in advance, based upon the market value of the Assets on the last business day of the previous quarter. No increase in the annual fee shall be effective without prior written notification to the CLIENT;

(i) **Termination During Quarter** - The ADVISER generally performs a substantial and disproportionate amount of Account services during the first fifteen (15) days of each billing quarter. As a result, the CLIENT acknowledges and agrees that if this Agreement is terminated by the CLIENT during the initial fifteen (15) days of any billing quarter, the ADVISER shall maintain the entire fee billed for that quarter. If termination is affected from the 16th day to the end of the Quarter, a prorated refund of the fee shall be provided to the client.

(b) CLIENT authorizes the Custodian of the Assets to charge the Account for the amount of the ADVISER's fee and to remit such fee to the ADVISER in accordance with required SEC procedures.

(c) In addition to ADVISER's annual investment management fee, the CLIENT shall also incur, relative to all mutual fund purchases, charges imposed directly at the mutual fund level (e.g. advisory fees and other fund expenses); and

(d) No portion of *Adviser Compensation* shall be based on capital gains or capital appreciation of the Assets except as provided for under the Investment Advisers Act of 1940.

3. **Custodian.** The Assets shall be held by an independent custodian, not the ADVISER. The ADVISER is authorized to give instructions to the custodian with respect to all investment decisions regarding the Assets and the custodian is hereby authorized and directed to effect transactions, deliver securities, and otherwise take such actions as the ADVISER shall direct in connection with the performance of the ADVISER's obligations in respect of the Assets.

4. **Execution of Brokerage Transactions (when applicable).** If requested, ADVISER will arrange for the execution of securities brokerage transactions for the Account through broker-dealers that ADVISER reasonably believes will provide "best execution". In seeking best execution, the determinative factor is not the lowest possible transaction cost but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services including the value of research provided, execution capability, transaction costs, and responsiveness. Accordingly, although ADVISER will seek competitive transaction costs, it may not necessarily obtain the lowest possible transaction fee for Account transactions.

Consistent with obtaining best execution, transactions for the Account may be effected through the chosen custodian in return for research products and/or services that assist ADVISER in its investment decision-making process. Such research generally will be used to service all of ADVISER's clients (including accounts that may not generate fees to the custodian used to pay for investment research), but brokerage transaction costs paid by CLIENT may be used to pay for research that is not used in managing the Account. The Account may pay to a broker-dealer a fee greater than another qualified broker-dealer might charge to effect the same transaction where ADVISER determines in good faith that the transaction cost is reasonable in relation to the value of the brokerage and research services received.

Transactions for each client account generally will be effected independently, unless ADVISER decides to purchase or sell the same securities for several clients at approximately the same time. ADVISER may (but is not obligated to) combine or "batch" such orders to obtain best execution, to negotiate more favorable transaction fees or to allocate equitably among ADVISER's clients differences in prices or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among ADVISER's clients in proportion to the purchase and sale orders placed for each client account on any given day. To the extent that the ADVISER determines to aggregate client orders for the purchase or sale of securities, including securities in which ADVISER's principal(s) and/or associated person(s) may invest, the ADVISER shall generally do so in accordance with the parameters set forth in SEC No-Action Letter, *SMC Capital, Inc.* The ADVISER shall not receive any additional compensation or remuneration as a result of the aggregation.

The CLIENT may direct ADVISER to use a particular custodian (broker-dealer) to execute some or all transactions for the Account (subject to ADVISER's right to decline and/or terminate the engagement). In such event, the CLIENT will not seek better execution services or prices from other custodians or be able to "batch" CLIENT transactions for execution through other custodians with orders for other accounts managed by ADVISER. As a result, CLIENT may pay higher transaction costs or greater spreads, or receive less favorable net prices, on transactions for the Account than would otherwise be the case. In the event that the transactions for the Account are effected through a custodian that refers investment management clients to the ADVISER, the potential for conflict of interest may arise.

5. Account Transactions.

(a) The CLIENT recognizes and agrees that in order for ADVISER to discharge its responsibilities, it must engage in securities brokerage transactions described in paragraph 1 herein;

(b) Transaction fees are generally charged for effecting securities transactions;

(c) In return for effecting securities brokerage transactions through certain custodians, ADVISER *may* receive from those custodians certain investment research products and/or services which assist ADVISER in its investment decision making process for the CLIENT, all of which transactions shall be in compliance with Section 28(e) of the Securities Exchange Act of 1934; and

(d) The transaction fees charged to CLIENT for securities brokerage transactions are exclusive of, and in addition to, *Adviser Compensation* as defined in paragraph 2 hereof.

6. Risk Acknowledgment. ADVISER does not guarantee the future performance of the Account or any specific level of performance, the success of any investment recommendation or strategy, or the success of ADVISER's overall management of the Account. CLIENT understands that investment decisions made for the Account are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable. Client recognizes that the consulting recommendations described in this Agreement involve Consultant's judgment and that Consultant's views regarding the economy, the securities markets or other specialized areas, like all predictions of future events, cannot be guaranteed to be accurate. Client represents that no party to this Agreement has made any guarantee, either oral or written, that Client's investment objectives will be achieved.

7. Directions to the Adviser. All directions, instructions and/or notices from the CLIENT to the ADVISER shall be in writing, including notification of a change in the CLIENT's investment objective(s). The ADVISER shall be fully protected in relying upon any direction, notice, or instruction until it has been duly advised in writing of changes therein.

8. Adviser Liability. Except as otherwise provided by federal or state securities laws, the ADVISER, 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, or the acts and/or omissions of other professionals or third party service providers recommended to the CLIENT by the ADVISER, including a broker-dealer and/or custodian. If the Account contains only a portion of the CLIENT's total assets, ADVISER shall only be responsible for those assets that the CLIENT has designated to be the subject of the ADVISER's investment management services under this Agreement without consideration to those additional assets not so designated by the CLIENT.

Adviser shall not be liable for any action performed or not performed, or for any errors of judgment or mistake in preparing the consulting recommendations, in the absence of malfeasance, negligence or violation of applicable law. Consultant shall not be responsible for any loss incurred by reason of any act or omission of Client, custodians, broker-dealers, or any other third party. Nothing in this Agreement shall constitute a waiver or limitation of any rights that Client may have under applicable state or federal law, including without limitation the state and federal securities laws.

9. Proxies. The CLIENT shall be responsible for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the CLIENT shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the Assets. The ADVISER shall correspondingly instruct each custodian of the assets to forward to the CLIENT copies of all proxies and shareholder communications relating to the Assets.

10. Reports. The ADVISER and/or Account custodian shall provide the CLIENT with periodic reports for the Account.

11. Termination. This Agreement will continue in effect until terminated by either party by written notice to the other (email notice will not suffice), which written notice must be signed by the terminating party. If Client terminates this Agreement within five (5) business days of its signing, Client shall receive a full refund of all consulting fees. If this Agreement is terminated after five (5) business days of its signing, any prepaid consulting fees shall be prorated and the unused portion shall be returned to Client. Such termination shall not, however, affect liabilities or obligations incurred or arising from recommendations initiated under this Agreement prior to such termination, including the provisions regarding arbitration, which shall survive any expiration or termination of this Agreement. In addition, termination of this Agreement will not affect (i) the validity of any action previously taken by ADVISER 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 (prorated through the date of termination). Upon the termination of this Agreement, ADVISER will have no obligation to recommend or take any action with regard to the securities, cash or other investments in the Account.

12. **Assignment.** This Agreement shall be binding on Client's heirs, executors, successors, administrators, conservators, and permitted assigns. This Agreement may not be assigned (within the meaning of the Investment Advisers Act of 1940) by either the CLIENT or the ADVISER 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 ADVISER shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Investment Advisers Act of 1940.

13. **Non-Exclusive Management.** ADVISER, 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 ADVISER does for the Assets. CLIENT expressly acknowledges and understands that ADVISER shall be free to render investment advice to others and that ADVISER does not make its investment management services available exclusively to CLIENT. Nothing in this Agreement shall impose upon the ADVISER any obligation to purchase or sell, or to recommend for purchase or sale, for the Account any security which the ADVISER, its principals, affiliates or employees, may purchase or sell for their own accounts or for the account of any other client, if in the reasonable opinion of the ADVISER such investment would be unsuitable for the Account or if the ADVISER determines in the best interest of the Account it would be impractical or undesirable.

14. **Death or Disability.** 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 ADVISER. The CLIENT recognizes that the Account custodian may not permit any further Account transactions until such time as additional documentation is provided by the custodian.

15. **Arbitration.** Subject to the conditions and exceptions noted below, and to the extent not inconsistent with applicable law, in the event any dispute pertaining to ADVISER's services under this Agreement cannot be resolved by mediation, both ADVISER and CLIENT agree to submit the dispute to arbitration. ADVISER and CLIENT understand that such arbitration shall be final and binding, and that by agreeing to arbitration, both ADVISER and CLIENT are waiving their respective rights to seek remedies in court, including the right to a jury trial.

THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:

- **ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.**
- **ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.**
- **THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.**
- **THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD.**
- **THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.**
- **THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.**
- **THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.**

(c) Arbitration Agreement

Any controversy between us arising out of our business or this Agreement shall be submitted to arbitration conducted before the Financial Industry Regulatory Authority (“FINRA”), in accordance with its rules. Arbitration must be commenced by service upon the other party of a written demand for arbitration or a written notice of intention to arbitrate.

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 WHO IS A MEMBER OF A PUTATIVE CLASS ACTION 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; (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.

CLIENT acknowledges that CLIENT has had a reasonable opportunity to review and consider this arbitration provision prior to the execution of this Agreement. CLIENT acknowledges and agrees that in the specific event of non-payment of any portion of Adviser Compensation pursuant to paragraph 2 of this Agreement, ADVISER, in addition to the aforementioned arbitration remedy, shall be free to pursue all other legal remedies available to it under law, and shall be entitled to reimbursement of reasonable attorneys fees and other costs of collection.

16. **Disclosure Statement.** The CLIENT hereby acknowledges prior receipt of a copy of the Disclosure Statement of the ADVISER as same is set forth on Part II of Form ADV (Uniform Application for Investment Adviser Registration). CLIENT further acknowledges that CLIENT has had a reasonable opportunity (i.e. at least 48 hours) to review said Disclosure Statement, and to discuss the contents of same with professionals of his choosing, prior to the execution of this Agreement. If the CLIENT has not received a copy of the ADVISER’s Disclosure Statement at least 48 hours prior to execution of this Agreement, the CLIENT shall have 5 business days from the date of execution of this Agreement to terminate ADVISER’s services without penalty.

17. **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.

18. **Client Conflicts.** If this Agreement is between the ADVISER and related clients (i.e. husband and wife, life partners, etc.), ADVISER’s services shall be based upon the joint goals communicated to the ADVISER. ADVISER shall be permitted to rely upon instructions from either party with respect to disposition of the Assets, unless and until such reliance is revoked in writing to the ADVISER. The ADVISER 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.

19. **Privacy Notice.** The CLIENT acknowledges prior receipt of the ADVISER’s *Privacy Notice*.

20. **Entire Agreement/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.

21. **Authority.** The CLIENT acknowledges that he/she/they/it has (have) all requisite legal authority to execute this Agreement, and that there are no encumbrances on the Assets. The CLIENT correspondingly agrees to immediately notify the ADVISER, in writing, in the event that either of these representations should change.

22. **Confidentiality.** Except as otherwise agreed to in writing, or as required by law, Consultant shall keep confidential all information concerning Client’s financial affairs and investments.

23. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, provided that nothing in this Agreement shall be construed in any manner inconsistent with the Investment Advisers Act of 1940, as amended, any rule or order of the Securities and Exchange Commission, and, if applicable, ERISA and any rule or order of the Department of Labor under ERISA.

24. **Notices.** Any notice, advice or report to be given to PWA under this Agreement shall be delivered by hand, a recognized overnight courier, or certified mail to PWA as follows:

Attn: Operations Department
Premier Wealth Advisors, Inc.
6200 Canoga Ave., Suite 202
Woodland Hills, CA 91367

Any notice, advice or report to be given to Client under this Agreement shall be delivered by hand, a recognized overnight courier, or certified mail at the address set forth at the beginning of this Agreement or at such other address as Client may designate in writing.

25. **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. PWA's failure to insist at any time upon strict compliance with this Agreement or with any of the terms of this Agreement or any continued course of such conduct on its part will not constitute or be considered a waiver by PWA of any of its rights or privileges. This Agreement contains the entire understanding between Client and PWA concerning the subject matter of this Agreement, there being no other collateral understandings, representations or agreements between the parties

26. **Written Disclosure Statement.** Client acknowledges that Client has received a copy of PWA's Form ADV, Part II as required by Rule 2043 of the Investment Advisers Act of 1940.

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

Client

Client

Premier Wealth Advisors, Inc.

By: _____
Jack Gelnak, JD,
President/CEO

Please remember to contact Premier Wealth Advisors, Inc. if there are any changes in your personal/financial situation or investment objectives for the purpose of reviewing/evaluating/revising our previous recommendations and/or services. Please also advise us if you would like to impose, add, or to modify any reasonable restrictions to our investment advisory services. A copy of our current written disclosure statement discussing our advisory services and fees continues to remain available for your review upon request.

EXHIBIT B

CONSULTING SERVICES FEES

Consulting fees shall be charged on an hourly basis, ranging from \$125 to \$450 per hour, depending on the nature and complexity of Client's circumstances and upon mutual agreement with Client. Consulting Service clients are subject to a minimum quarterly requirement of \$625, at Consultant's agreed upon hourly rate.

Consultant shall bill Client quarterly in advance for the quarterly minimum of \$625, as provided for by this Agreement. Any additional hours spent providing consulting services, above and beyond this minimum, shall be billed quarterly in arrears, at Consultant's agreed upon hourly rate.

Client should be aware that subsequent, additional, special reviews or requests for consulting services will be subject to an additional charge.

Client shall be charged as follows:

Hourly Rate of \$ _____

Estimated Hours _____

Subsequent or Special Reviews

Hourly Rate of \$ _____

Payment shall be made as follows:

DUE NOW \$ _____

MINIMUM DUE EACH QUARTER \$ _____

**ADDITIONAL BILLINGS ABOVE THE MINIMUM PER QUARTER
SHALL BE BILLED AS INCURRED**