

FORM ADV**Uniform Application for Investment Adviser Registration****Part II - Page 1****OMB APPROVAL**

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Hours per response.....9.402

Name of Investment Adviser:						
Address:	(Number and Street)	(City)	(State)	(Zip Code)	Area Code:	Telephone Number:

**This part of FORM ADV gives information about the investment adviser and its business for the use of clients.
The information has not been approved or verified by any government authority.**

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(Schedule A, B, C, D, and E are included with Part I of this Form, for the use of regulatory bodies, and are not distributed to clients.)

Potential persons who are to respond to the collection of information contained in this form
are not required to respond unless the form displays a currently valid OMB control number.

Applicant:

SEC File Number:

Date:

801-

1. A. Advisory Services and Fees. (check the applicable boxes)

For each type of service provided, state the approximate % of total advisory billings from that service. (See instruction below.)

Applicant:

- | | | |
|------------------------------|--|---------|
| <input type="checkbox"/> (1) | Provides investment supervisory services | _____ % |
| <input type="checkbox"/> (2) | Manages investment advisory accounts not involving investment supervisory services..... | _____ % |
| <input type="checkbox"/> (3) | Furnishes investment advice through consultations not included in either service described above... | _____ % |
| <input type="checkbox"/> (4) | Issues periodicals about securities by subscription | _____ % |
| <input type="checkbox"/> (5) | Issues special reports about securities not included in any service described above..... | _____ % |
| <input type="checkbox"/> (6) | Issues, not as part of any service described above, any charts, graphs, formulas, or other devices which clients may use to evaluate securities..... | _____ % |
| <input type="checkbox"/> (7) | On more than an occasional basis, furnishes advice to clients on matters not involving securities... | _____ % |
| <input type="checkbox"/> (8) | Provides a timing service | _____ % |
| <input type="checkbox"/> (9) | Furnishes advice about securities in any manner not described above..... | _____ % |

(Percentages should be based on applicant's last fiscal year. If applicant has not completed its first fiscal year, provide estimates of advisory billings for that year and state that the percentages are estimates.)

- | | | |
|--|------------------------------|-----------------------------|
| B. Does applicant call any of the services it checked above financial planning or some similar term? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
|--|------------------------------|-----------------------------|

C. Applicant offers investment advisory services for: (check all that apply)

- | | |
|---|--|
| <input type="checkbox"/> (1) A percentage of assets under management | <input type="checkbox"/> (4) Subscription fees |
| <input type="checkbox"/> (2) Hourly charges | <input type="checkbox"/> (5) Commissions |
| <input type="checkbox"/> (3) Fixed fees (not including subscription fees) | <input type="checkbox"/> (6) Other |

D. For each checked box in A above, describe on Schedule F:

- the services provided, including the name of any publication or report issued by the adviser on a subscription basis or for a fee
- applicant's basic fee schedule, how fees are charged and whether its fees are negotiable
- when compensation is payable, and if compensation is payable before service is provided, how a client may get a refund or may terminate an investment advisory contract before its expiration date

2. Types of clients - Applicant generally provides investment advice to: (check those that apply)

- | | |
|--|---|
| <input type="checkbox"/> A. Individuals | <input type="checkbox"/> E. Trusts, estates, or charitable organizations |
| <input type="checkbox"/> B. Banks or thrift institutions | <input type="checkbox"/> F. Corporations or business entities other than those listed above |
| <input type="checkbox"/> C. Investment companies | <input type="checkbox"/> G. Other (describe on Schedule F) |
| <input type="checkbox"/> D. Pension and profit sharing plans | |

Answer all items. Complete amended pages in full, circle amended items and file with execution page (page 1)

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3. Types of Investments. Applicant offers advice on the following: (check those that apply)

- | | |
|---|---|
| <input type="checkbox"/> A. Equity securities | <input type="checkbox"/> H. United States government securities |
| <input type="checkbox"/> (1) exchange-listed securities | <input type="checkbox"/> I. Options contracts on: |
| <input type="checkbox"/> (2) securities traded over-the-counter | <input type="checkbox"/> (1) securities |
| <input type="checkbox"/> (3) Foreign issuers | <input type="checkbox"/> (2) commodities |
| <input type="checkbox"/> B. Warrants | <input type="checkbox"/> J. Futures contracts on: |
| <input type="checkbox"/> C. Corporate debt securities (other than commercial paper) | <input type="checkbox"/> (1) tangibles |
| <input type="checkbox"/> D. Commercial paper | <input type="checkbox"/> (2) intangibles |
| <input type="checkbox"/> E. Certificates of deposit | <input type="checkbox"/> K. Interests in partnerships investing in: |
| <input type="checkbox"/> F. Municipal securities | <input type="checkbox"/> (1) real estate |
| <input type="checkbox"/> G. Investment company securities: | <input type="checkbox"/> (2) oil and gas interests |
| <input type="checkbox"/> (1) variable life insurance | <input type="checkbox"/> (3) other (explain on Schedule F) |
| <input type="checkbox"/> (2) variable annuities | <input type="checkbox"/> L. Other (explain on Schedule F) |
| <input type="checkbox"/> (3) mutual fund shares | |

4. Methods of Analysis, Sources of Information, and Investment Strategies.

A. Applicant's security analysis methods include: (check those that apply)

- | | |
|--|--|
| (1) <input type="checkbox"/> Charting | (4) <input type="checkbox"/> Cyclical |
| (2) <input type="checkbox"/> Fundamental | (5) <input type="checkbox"/> Other (explain on Schedule F) |
| (3) <input type="checkbox"/> Technical | |

B. The main sources of information applicant uses include: (check those that apply)

- | | |
|--|---|
| (1) <input type="checkbox"/> Financial newspapers and magazines | (5) <input type="checkbox"/> Timing services |
| (2) <input type="checkbox"/> Inspections of corporate activities | (6) <input type="checkbox"/> Annual reports, prospectuses, filings with the |
| (3) <input type="checkbox"/> Research materials prepared by others | Securities and Exchange Commission |
| (4) <input type="checkbox"/> Corporate rating services | (7) <input type="checkbox"/> Company press releases |
| | (8) <input type="checkbox"/> Other (explain on Schedule F) |

C. The investment strategies used to implement any investment advice given to clients include: (check those that apply)

- | | |
|---|--|
| (1) <input type="checkbox"/> Long term purchases
(securities held at least a year) | (5) <input type="checkbox"/> Margin transactions |
| (2) <input type="checkbox"/> Short term purchases
(securities sold within a year) | (6) <input type="checkbox"/> Option writing, including covered options,
uncovered options or spreading strategies |
| (3) <input type="checkbox"/> Trading (securities sold within 30 days) | (7) <input type="checkbox"/> Other (explain on Schedule F) |
| (4) <input type="checkbox"/> Short sales | |

Answer all items. Complete amended pages in full, circle amended items and file with execution page (page 1)

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5. Education and Business Standards.

Are there any general standards of education or business experience that applicant requires of those involved in determining or giving investment advice to clients? Yes No
☐ ☐

(If yes, please describe these standards on Schedule F)

6. Education and Business Background.

For:

- each member of the investment committee or group that determines general investment advice to be given to clients, or
- if the applicant has no investment committee or group, each individual who determines general investment advice clients (if more than five, respond only for their supervisors)
- each principal executive officer of applicant or each person with similar status or performing similar functions.

On Schedule F, give the:

- name
- year of birth
- formal education after high school
- business background for the preceding five years

7. Other Business Activities. (check those that apply)

- ☐ A. Applicant is actively engaged in a business other than giving investment advice.
- ☐ B. Applicant sells products or services other than investment advice to clients.
- ☐ C. The principal business of applicant or its principal executive officers involves something other than providing investment advice.

(For each checked box describe the other activities, including the time spent on them, on Schedule F.)

8. Other Financial Industry Activities or Affiliations. (check those that apply)

- ☐ A. Applicant is registered (or has an application pending) as a securities broker-dealer.
- ☐ B. Applicant is registered (or has an application pending) as a futures commission merchant, commodity pool operator or commodity trading adviser.
- ☐ C. Applicant has arrangements that are material to its advisory business or its clients with a related person who is a:
- | | |
|--|--|
| <input type="checkbox"/> (1) broker-dealer | <input type="checkbox"/> (7) accounting firm |
| <input type="checkbox"/> (2) investment company | <input type="checkbox"/> (8) law firm |
| <input type="checkbox"/> (3) other investment adviser | <input type="checkbox"/> (9) insurance company or agency |
| <input type="checkbox"/> (4) financial planning firm | <input type="checkbox"/> (10) pension consultant |
| <input type="checkbox"/> (5) commodity pool operator, commodity trading adviser or futures commission merchant | <input type="checkbox"/> (11) real estate broker or dealer |
| <input type="checkbox"/> (6) banking or thrift institution | <input type="checkbox"/> (12) entity that creates or packages limited partnerships |

(For each checked box in C, on Schedule F identify the related person and describe the relationship and the arrangements.)

- D. Is applicant or a related person a general partner in any partnership in which clients are solicited to invest?.. Yes No
☐ ☐

(If yes, describe on Schedule F the partnerships and what they invest in.)

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9. Participation or Interest in Client Transactions.

Applicant or a related person: (check those that apply)

- ☐ A. As principal, buys securities for itself from or sells securities it owns to any client.
- ☐ B. As broker or agent effects securities transactions for compensation for any client.
- ☐ C. As broker or agent for any person other than a client effects transactions in which client securities are sold to or bought from a brokerage customer.
- ☐ D. Recommends to clients that they buy or sell securities or investment products in which the applicant or a related person has some financial interest.
- ☐ E. Buys or sell for itself securities it also recommended to clients.

(For each box checked, describe on Schedule F when the applicant or a related person engages in these transactions and what restrictions, internal procedures, or disclosures are used for conflicts of interest in those transactions.)

Describe, on Schedule F, your code of ethics, and state that you will provide a copy of your code of ethics to any client or prospective client upon request.

- 10. Conditions for Managing Accounts.** Does the applicant provide investment advisory services, manage investment advisory accounts or hold itself out as providing financial planning or some similarly termed services *and* impose a minimum dollar value of assets or other condition for starting or maintaining an account?

Yes No
☐ ☐

(If yes, describe on Schedule F)

- 11. Review of Accounts.** If applicant provides investment supervisory services, manages investment advisory account, or holds itself out as providing financial planning or some similarly termed services:

- A. Describe below the reviews and reviewers of the accounts. **For reviews**, include their frequency, different levels, and triggering factors. **For reviewers**, include the number of reviewers, their titles and functions, instructions they receive from applicant on performing reviews, and number of accounts assigned each.
- B. Describe below the nature and frequency of regular reports to clients on their accounts.

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12. Investment or Brokerage Discretion.

A. Does applicant or any related person have authority to determine, without obtaining specific client consent, the:

- | | | |
|--|--------------------------|--------------------------|
| | Yes | No |
| (1) securities to be bought or sold? | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) amount of securities to be bought or sold? | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) broker or dealer to be used? | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) commission rates paid? | <input type="checkbox"/> | <input type="checkbox"/> |

B. Does applicant or a related person suggest brokers to clients? ☐ Yes ☐ No

For each yes answer to A describe on Schedule F any limitations on the authority. For each yes to A(3), A(4) or B, describe on Schedule F the factors considered in selecting brokers and determining the reasonableness of their commissions. If the value of products, research and services given to the applicant or a related person is a factor, describe:

- the products, research and services
- whether clients may pay commissions higher than those obtainable from other brokers in return for those products and services
- whether research is used to service all of applicant's accounts or just those accounts paying for it; and
- any procedures the applicant used during the last fiscal year to direct client transactions to a particular broker in return for product and research services received.

13. Additional Compensation.

Does the applicant or a related person have any arrangements, oral or in writing, where it:

- | | | |
|---|--------------------------|--------------------------|
| A. is paid cash by or receives some economic benefit (including commissions, equipment or non-research services) from a non-client in connection with giving advice to clients? | Yes | No |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| B. directly or indirectly compensates any person for client referrals? | Yes | No |
| | <input type="checkbox"/> | <input type="checkbox"/> |

(For each yes, describe the arrangements on Schedule F.)

14. Balance Sheet. Applicant must provide a balance sheet for the most recent fiscal year on Schedule G if applicant:

- has custody of client funds or securities (unless applicant is registered or registering only with the Securities and Exchange Commission); or
- requires prepayment of more than \$500 in fees per client and 6 or more months in advance

Has applicant provided a Schedule G balance sheet?..... ☐ Yes ☐ No

**Schedule F of
FORM ADV
Continuation Sheet for Form ADV Part II**

Applicant:

RYAN DARWISH

SEC File Number:

801-

Date:

JUNE 3, 2008

(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other Schedules)

1. Full name of applicant exactly as stated in Item 1A of Part I of Form ADV:		IRS Empl. Ident. No.:
Item of Form (identify)	Answer	
Part II, Page 2 Item 1D	See Exhibit A: Investment Advisory Engagement Agreement; incorporated by reference herein.	
Part II, Page 3 Items 3K(3) & L	Advisor, at times, offers opinions on proposals offered to clients by others, as well as providing a critical review of an already held portfolio.	
Part II, Page 3 Item 4A(5)	Advisor uses a macro analytic perspective incorporated information from many sources. An example of this perspective may be found in the book, authored by the advisor. The title is: The Emperor's Clothes: Megatrends Affecting Your Financial and Investment Decisions.	
Part II, Page 3 Item 3C(7)	Advisor primarily focuses on Long-Term client goals. Investment strategies are generally designed to this end.	
Part II, Page 4 Item 5	Advisor requires adherence to CFP Code of Ethics and regular engagement in continuing professional education necessary for the continued delivery of quality financial services.	
Part II, Page 4 Item 6	Ryan Darwish, DOB July 28, 1950 - Principal Advisor; began professional career 1990. BS - Mathematics 1972 MBA - Finance 1990 Certified Financial Planner - 1994 Chartered Life Underwriter 1997 Chartered Financial Consultant 2002	
Part II, Page 4 Items 7 A-C	Advisor is a Fee-Only Advisor offering comprehensive financial planning and counseling, as well as investment management and advice.	
Part II, Page 4 Item 8C(1)	Advisor uses TD Ameritrade Institutional Services as the independent custodian for client accounts. Advisor is not an employee, nor representative of TD Ameritrade, Advisor receives no commissions, nor any other form of compensation from using TD Ameritrade.	
Part II, Page 5 Items 9(B) & (E)	Advisor makes discretionary transactions, for the client's benefit, as per limited power of attorney defined in TD Ameritrade's account applications. Advisor may purchase or sell securities securities recommended for client accounts. In no case is it expected that this will have a material effect on the client's position in that security.	
Part II, Page 5 Item 10	Advisor has a minimum dollar value of \$250,000 for investment management services. Advisor reserves the right to adjust this amount based upon the facts and circumstances unique to a client.	
Part II, Page 6 Item 12B	Advisor uses TD Ameritrade Institutional Services as the independent custodian for client accounts.	

(Complete amended pages in full, circle amended items and file with execution page (page 1).)

EXHIBIT A

INVESTMENT ADVISORY ENGAGEMENT AGREEMENT

This agreement entered into this _____ day of _____, _____ by and between:

RYAN DARWISH, MBA, CFP®, CLU, ChFC

5070 Donald Street
Eugene, Oregon 97405

(Hereinafter referred to as the "Advisor")

And

(Hereinafter referred to as the "Client")

The undersigned Client being duly authorized hereby employs the Advisor as investment advisor for the below referenced services:

☐

I. Personal Financial Planning

Specific (initial) review fee: \$_____

Estimated subsequent fees: \$_____

☐

II. Investment Supervisory Services (Asset Management)

Policy development/setup fee: \$_____

Maximum fee per quarter: 0.3750% but not less than \$55.

☐

III. Other Advisory Services

Specific fee: _____

Other details:

I. PERSONAL FINANCIAL PLANNING

The client employs RYAN DARWISH as financial and investment advisor to prepare a personal financial plan on the following terms and conditions:

Services: Advisor agrees to appraise Client's financial situation and make recommendations for the attainment of Client objectives. The financial analysis will consider one or more of the following elements: current position, cash flow, education funding, retirement planning, income tax planning, estate planning, risk management/insurance, and other specific financial concerns.

Information: The Client hereby agrees to furnish Advisor with all current information relative to the Client's financial situation and all investment recommendations shall be made in accordance therewith. The Client agrees to share equal responsibility with Advisor in initiating and completing the annual review as discussed in paragraph 6.

Procedures: The Client shall at all times be at liberty to follow or disregard, wholly or partially, any information, recommendations or advice given by Advisor. The Client shall make and be fully responsible for all decisions relating to the advice given. The Client is free to select any person, firm or company the Client desires for implementation of the ideas and recommendations made in the analysis.

Terms: This Agreement shall be applicable only to financial and investment advice contained in the financial plan individually prepared for each Client, and shall not relate to any advice given by any person or person not specifically designated by Advisor in writing. Prior to, or upon execution of, the Investment Advisory Engagement Agreement, Advisor will provide an estimate of the cost for the initial review and subsequent reviews. Fees are payable as follows: One half of the specific or estimated fee upon engagement, the remainder within 15 days. Additional amount, if applicable, are payable as earned.

Fees: The fee is based upon an hourly rate of \$175.00 for actual services performed. In some cases a specific fee may be substituted for the hourly fee. Advisor will usually recommend that the Client use the Advisor's investment supervisory services to implement investment recommendations. For such asset management service Advisor will earn a fee, as discussed in Section II. "Investment Supervisory Services."

Annual Review: It is recommended that the Client's financial plan be reviewed and revised annually. The review fee will be based upon an hourly rate of \$175.00, determined by actual services performed. In some cases, a specific fee may replace the hourly fee. Client is responsible for scheduled review. The specified fee will be presented to the client at the commencement of the annual review and is payable at that time.

Nature of the Service: The Client expressly acknowledges that the fee paid hereunder is for financial and investment advice. Advisor is acting in the capacity of an investment advisor when making analysis commentaries or recommendations regarding securities. Investment advice is given by consideration of the existing facts and circumstances of the client in conjunction with economic and investment conditions.

II. INVESTMENT SUPERVISORY SERVICES (ASSET MANAGEMENT)

The Client employs RYAN DARWISH as investment advisor, to continuously supervise the investment and reinvestment of those assets, which the Client hereby puts under the Advisor's management (hereafter referred to as the "Account"), on the following terms and conditions:

1. **Investment and Management Authority:** Advisor will supervise and direct the investment of the Account, as agent under a limited power of attorney. In fulfillment of duties to the Client, Advisor may exchange between, and otherwise trade, any mutual fund or other security held by the Client in the Account, and may place orders for the execution of such transactions with or through such brokers, dealers or issuers as the Advisor may select. Advisor shall not take possession of any securities or other assets of the Client.
2. **Services of Advisor:** By the execution of this Agreement, Advisor accepts the appointment as advisor and agrees to supervise and direct the investments of the Account in accordance with the investment objectives of the Client. It is agreed that the sole standard of care imposed upon Advisor by this agreement is to act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent investor acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. Advisor will use his best professional judgment, to act with full discretion, and in the best interests of the client. It is specifically agreed that Advisor is not responsible for any errors, omissions, acts or failures to act by a broker, dealer, issuer, fund or financial institution with respect to any advice, recommendation or transaction of, or for, said Account.
3. **Transaction Procedures:** Advisor shall not act as Custodian for the Account, but may issue instructions to the Custodian as may be appropriate in connection with the settlement of transactions initiated by Advisor pursuant to Paragraph #1 hereof. Advisor will not be responsible for any loss incurred by reason of any act or omission of any broker, dealer or issuer, or of the Custodian. However, Advisor will make reasonable efforts to require that brokers, dealers and issuers perform their obligations with respect to the Account.
4. **Fees:** An investment policy development/set up fee may be charged to the Client; however, if the Client has recently engaged Advisor for personal financial planning services, this fee may be waived. If Client circumstances or objectives change such that a new investment policy is required there may be an additional charge.

The ongoing quarterly asset management fee is .3725% of the market value of all assets in the Client's account on the last day of the calendar quarter. In some cases this fee may be reduced based on the amount of Client assets under Advisor's management (see schedule below). Upon execution of the asset management agreement, the first quarterly fee is due and payable at the end of the calendar quarter, prorated for the number of days in the calendar quarter. Subsequent fees are payable at the end of each calendar quarter and are computed and deducted from the Client's account on or about the first day of the succeeding calendar quarter. A prorated fee may be charged for any additions to the account between fee payment dates.

The fees set forth above are to compensate Advisor for its service and are in addition to other costs associated with the acquisition, disposition, or ownership of mutual fund shares or other investments. Such other costs, however, may be reduced because of the Client's affiliation with the Advisor. In some cases advisory fees are negotiable or may be waived.

The following fee schedule will apply to assets under management:

<u>Value of Account</u>	<u>Per Quarter</u>	<u>Per Year</u>	<u>Ave/Yr.</u>
First \$100,000	0.3750%	1.50%	1.50%
Next 50,000	0.3125	1.25%	1.42%
Next 50,000	0.2500%	1.00%	1.19%
Next 300,000	0.1875%	0.75%	0.88%
Next 500,000	0.1250%.	0.50%	0.74%
Above \$1,000,000	0.0875%	0.35%	0.74% or less

The fee schedule is subject to change upon 30 days prior written notice to the Client.

- 5. Risk of Investment:** The Client understands there are risks inherent in every investment and that these risks will vary from one investment category to another. Some investments may result in profits and other investments in losses. The Client understands that Advisor cannot assure that the objectives of an investment concept will be realized. The Client agrees and understands that the risks of the Client's investment program are to be borne solely by the Client and by the Client's Account, and not by the Advisor.

III. Other Advisory Services

The Client hereby employs Advisor to provide the following advisor services on a one-time basis, as follows:

1. Specific services:

2. Terms, conditions, and other details:

3. Fees: The fee is based upon an hourly rate of \$175.00 for actual services performed. In certain instances, the fee is negotiable or may be waived. Prior to, or upon execution, of the engagement agreement Advisor will provide an estimate of the cost for the initial and subsequent reviews. Fees are payable as follows: One half of the specific or estimated fee upon engagement, the remainder within 15 days. Additional amounts, if applicable, are payable as earned.

COMMON PROVISIONS

Confidential Relationship: All information and advice furnished by either party to the other hereunder, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties, except as required by law or as permitted in writing by both parties.

The Client hereby permits, and the Advisor agrees, that information may be divulged to the following person or persons:

1. _____
Name Relationship (Initials)

2. _____
Name Relationship (Initials)

Conflicts Among Clients/Spouses: Where Advisor provides services to two or more individuals (example: husband and wife), recommendations will be based on the specific goals stated by the client, and will assume that the relationship between the individuals will continue. The individuals agree to hold Advisor harmless concerning any conflicts of interest between them and any adverse effect which results from a change in their relationship.

Right of Rescission: The Client shall have five business days from the execution date of this Agreement to unconditionally rescind this Agreement and receive a full refund of fees collected hereunder. Upon receipt of written notification from the Client within said five business days, Advisor will provide a full refund within five additional business days.

Termination: Once this agreement has been in force for five business days, it may be terminated by either party by sending written notice to the other party via certified mail. The effective date of termination shall be the date of receipt of the written notice by the other party. Investment Supervisory Services (Asset Management) Fees for the quarter in which termination of this Agreement occurs shall be payable prorated for the quarter based upon the number of days managed and the fee schedule contained herein. For all other services, the balance due from the Client to the Advisor, will be based on actual services performed by Advisor at the rate of \$175 per hour.

Accounting and Legal Advice: It is understood and agreed that Advisor and its employees are not qualified to, and will not, render any legal or accounting advice, nor prepare any legal or accounting documents for the implementation of the Client's financial and investment plan. The Client agrees that his personal attorney and/or accountant solely shall be responsible for the rendering and/or preparation of the following: (i) all legal and accounting advice; (ii) all legal and accounting opinions and determinations, and (iii) all legal and accounting documents.

Receipt of Form ADV Part II: The Client acknowledges by the signature affixed below that he or she has received Form ADV, Part II in its most recent form, as filed by Advisor with the Oregon Secretary of State Securities Division.

Insurance Representation: Advisor may recommend the acquisition or disposition of insurance policies. Such recommendations results in no compensation to the Advisor as a result of acquisition or disposition of insurance policies.

Arbitration: Client and Advisor agree that all controversies between the parties concerning any transaction or the construction performance or breach of this or any agreement between us, whether entered into prior, on, or subsequent to the date hereof, shall be determined by arbitration. Client understands that this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under the federal securities laws. Such arbitration shall be before three arbitrators and conducted 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. Judgment upon any arbitration award rendered may be entered in any court, state or federal, having appropriate jurisdiction.

Basis of Advice: The Client acknowledges that Advisor obtains information from a wide variety of publicly available sources, and that Advisor has no sources, and does not claim to have sources of inside or private information. The recommendations developed by Advisor are based upon the professional judgment of the Advisor and its representatives, and **cannot** guarantee the results of recommendations. The Client at all times shall elect unilaterally to follow or ignore, completely or in part, any information, recommendations, or counsel given by Advisor under this Agreement.

Assignment: Pursuant to the provisions of the Investment Advisors Act of 1940, as amended, neither party hereto may assign, convey, or otherwise transfer any of its rights, obligations, or interests herein without prior express written consent of the other party. Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

Changes/Additions/Memos: This agreement is changed as stated below if initialed by all parties.

Oregon Contract: This Agreement shall be deemed an Oregon contract and shall be governed and construed according to the laws thereof.

Entire Agreement: This Agreement constitutes the entire agreement and understanding between Advisor and Client and may not be amended or modified except by written instrument executed by both Advisor and the Client.

Enforceability: Any provision of this agreement which is prohibited or unenforceable shall be ineffective as to the extent of such prohibition or unenforceability without invalidating on the remaining provisions hereof.

Effective Date: The effective date of this contract shall be the date of execution.

INITIAL DEPOSIT RECEIVED: S _____

IN WITNESS WHEREOF, The parties hereto have executed this Agreement on the date first written below:

CLIENT NAME

CLIENT NAME

Ryan Darwish, MBA, CFP®, CLU, CHFC
A Registered Investment Advisor

DATE