

AGREEMENT WITH COPILOT FINANCIAL

I have called _____ and spoken to a CoPilot Financial ("CoPilot") representative. I want CoPilot to provide the services checked below. I am a resident of _____ (state and country)

SERVICES REQUESTED:

// "Wheels Up Financial Planning": I will provide the information necessary for CoPilot to prepare a financial plan that will include a personal/family balance sheet; a preliminary budget to meet my retirement and other stated financial goals; a detailed projection of expected future income, expenses and savings; an evaluation of the risks and merits of my current assets and investments; an evaluation of my insurance needs; a general analysis of the risks involved in meeting my goals; methods for managing or eliminating those risks; recommendations regarding suitable types of investments to meet my goals; and, if applicable, recommendations regarding non-investment decisions, such as debt refinancing.

Cost: \$749 payable upon delivery of the financial plan, pending customer approval.

// "Northstar" Investment Advice: A quarterly summary of the economy, markets and other pertinent investment environment issues, and an asset allocation recommendation based on the environment, my risk profile, and the length of my investment time horizon. The advice will be tailored to me based on my responses to the Investor Profile questionnaire or my financial plan (if one has been prepared). The quarterly reports will include recommended percentages of investments by type or sectors (e.g. large cap stocks, European stocks, bonds, energy, real estate) which will be based on my responses to the Investor Profile questionnaire. The summary will also make a recommendation on where to ideally place these types of investments (between taxable and tax deferred accounts). It will include recommendations for appropriate passive investments (eg. ETFs and/or indexed mutual funds), but will not provide recommendations of specific stocks or bonds.

Cost - **\$75/quarter and payable 10 days before the end of the quarter and prorated for partial quarters, payable upon customer approval and cancellable at any time.** I can cancel simply by not paying. Failure to pay will automatically terminate further service unless I bring my account current or enter into a new agreement and pay a re-initiation fee of \$100.

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// "Navigator" Investment Advice: A quarterly service that provides specific investment recommendations for my taxable and tax-deferred accounts, based on my approved financial plan (if one has been prepared) or based on my responses to the Investor

Profile questionnaire. The investment recommendations will be reviewed at least quarterly and I will be able to meet personally or over the phone with CoPilot for a detailed review and discussion about my investments and financial plan once a year. The annual meeting will include a review of any changes in my investment objectives or financial condition, and a comparison of the performance of my investments with appropriate market indexes. I can also call CoPilot for advice at any time while receiving the service on any financial issue that directly affects me. Areas of advice may include:

- Advice on how to manage stock benefit plans or stock options received from my employer
- Asset protection vehicles (life insurance, disability, health, liability, long-term care)
- Education funding for children
- Mortgages and personal debt
- Portfolio management questions/general education

Cost - \$249/quarter payable 10 days before the end of the quarter and prorated for partial quarters, payable upon customer approval and cancellable at any time. I can cancel simply by not paying. Failure to pay will automatically terminate further service unless I bring my account current or enter into a new agreement and pay a re-initiation fee of \$300.

Assignment: CoPilot will not assign this agreement or its responsibilities described herein to any other person or entity without my prior written consent.

My Duties: I will provide accurate information to CoPilot. If there are material changes to the information I have provided in my Investor Profile questionnaire, I will revise my answer and notify CoPilot. I will carefully review all plans, reports and recommendations that I receive from CoPilot and notify it promptly if I have questions including any question regarding the appropriateness of any recommendation or if I feel that any recommendation may be too risky for me.

What CoPilot Will Not Do: CoPilot will only provide advice that in its judgment is appropriate to my latest responses to the Investor Profile questionnaire or financial plan as last revised if one has been prepared. It will not verify the information I provide. CoPilot will not act as my agent or buy or sell securities or any other financial product for my account. I will open my own investment accounts with broker-dealers that I select. I will do my own trading and decide how, when and whether to use the advice provided by CoPilot. I understand that CoPilot's advice is meant to be promptly followed and that if I delay in taking action on the advice, it may become out-dated. CoPilot does not provide tax or legal advice. I will obtain such advice from

others. CoPilot does not guarantee the future performance of any investment or guarantee that my objectives will necessarily be met if I follow its advice.

Privacy: The information I give CoPilot is confidential and it will not be disclosed to any person other than as CoPilot must do so to provide the services that I request or as may be required by law. I will receive a copy of its Privacy Notice when this agreement is accepted and annually thereafter.

Termination: This Agreement may be terminated by either party at any time by written notice.

Brochure Delivery: When required by state law or if I request it by checking here , I will receive a copy of Part II of CoPilot's Form ADV ("Brochure"). If requested or provided, I may terminate this agreement without penalty at any time for a period of five business days after I have received the Brochure.

Notices. Any notice, advice or report to be given to me by CoPilot, or given by me to CoPilot, may be delivered electronically by e-mail to the e-mail addresses shown below, or may be given in person, by U.S. mail or overnight courier (postage prepaid) at the addresses on the signature page of this Agreement or at such other addresses as it may designate in writing by me or CoPilot.

Name(s) of Client(s) _____ Date _____

Address:

Telephone:

Email address:

Payment

Client Signatures

Michael Bergines, President
COPILOT FINANCIAL,
A division of BERGINES
& ASSOCIATES, INC., a California corporation

Address: 1544 Rosecrest Terrace
San Jose, CA 95126

Tel: (408) 858 8828

Email: _____