



STAR LLC, dba ALTA FINANCIAL GROUP

INVESTMENT ADVISORY AGREEMENT

This AGREEMENT, made this _____ day of _____, 201__ between:

Whose Mailing address is:

(Hereinafter referred to as the “**Client**”), and **STAR LLC**, a California registered investment adviser, whose mailing address is: 348 S. Clover Ave, San Jose, CA 95128

(hereinafter referred to as the “**Adviser**”).

1. Scope of Engagement.

(a) The Client hereby appoints the 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 of the Client 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 and for the Client’s Account;

(c) The Adviser is authorized, without prior consultation with the Client, to buy, sell, and trade in stocks, bonds, mutual funds, exchange traded funds and other securities and/or contracts relating to the same, on margin (only if written authorization has been granted) or otherwise, and to give instructions in furtherance of such authority to the registered broker-dealer and the Custodian of the Assets;

(d) The Client acknowledges that the Adviser may, in accordance with the Client’s investment objective(s), determine to allocate all or a portion of the Assets among various individual debt and/or equity securities and/or mutual funds or exchange traded funds, or among one or more of the Adviser’s proprietary mutual fund asset management programs;

(e) The Client agrees to provide information and/or documentation requested by Adviser in furtherance of this Agreement as pertains to Client’s investment objectives, needs and goals, and to keep Adviser informed of any changes regarding same. The Client acknowledges that Adviser can not 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; and

(f) Client acknowledges and understands that the service to be provided by Adviser under this Agreement is limited to the management of the Assets and does not include financial planning or any other related or unrelated services.

(g) In the event that the account is a retirement plan sponsored by client's employer, client acknowledges that adviser's investment selection shall be limited to the investment alternatives provided by the retirement plan. In the event that the account sponsor or custodian will not permit adviser direct access to the account, and the client provides the adviser with the client's password and/or log-in information to effect account transactions, the client acknowledges and understands that: (1) the adviser will not receive any communications from the account sponsor or custodian, and it shall remain the client's exclusive obligation to notify the adviser of any changes in investment alternatives, restrictions, etc. pertaining to the account; and, (2) the adviser shall not be responsible for any costs, damages, penalties, or otherwise, resulting from the client's failure to so notify the adviser.

(h) Adviser is authorized 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 services under this agreement by prior written client approval ONLY.

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 in accordance with the fee schedule annexed hereto and made a part hereof as Exhibit "A". The annual portfolio management fee is billed and payable quarterly in advance based on the value of your account 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;

(b) Unless the Client pays the Adviser directly for its services (in which event Adviser's fee is due and payable upon receipt of Adviser's billing invoice), 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 regulatory procedures;

(c) In addition to Adviser's annual investment management fee, the Client shall also incur, relative to all mutual fund and exchange traded fund purchases, charges imposed directly at the mutual fund level (e.g. advisory fees and other fund expenses); and that the client will bear the cost of all securities purchased for the client as well as taxes, brokerage fees and commissions and custodian charges, 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, and/or relevant state law.

3. Custodian. The Assets shall be held by an independent custodian: TD Ameritrade Institutional, and 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, 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. The custodial fees charged to the Client are exclusive of, and in addition to, *Adviser Compensation* as defined in paragraph 2 above.

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 commission 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, commission rates, and responsiveness. Accordingly, although Adviser will seek competitive commission rates, it may not necessarily obtain the lowest possible commission rates for Account transactions.

Consistent with obtaining best execution, transactions for the Account may be effected through Broker-Dealers in return for research products and/or services which assist Adviser in its investment decision making process. Such research generally will be used to service all of Adviser’s Clients, but brokerage commissions 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 commission greater than another qualified Broker-Dealer might charge to effect the same transaction where Adviser determines in good faith that the commission 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 commission rates or to allocate equitably among Adviser’s Clients differences in prices and commissions 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, 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 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 negotiate terms and arrangements for the Account with that Broker-Dealer, and Adviser will not seek better execution services or prices from other Broker-Dealers or be able to “batch” Client transactions for execution through other Broker-Dealers with orders for other accounts managed by Adviser. As a result, Client may pay higher commissions or other 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 Broker-Dealer 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) Commissions and/or transaction fees are generally charged for effecting securities

transactions;

(c) Adviser, in return for effecting securities brokerage transactions through certain broker-dealers, may receive from those broker-dealers 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 brokerage commissions and/or 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 decision or strategy that Adviser may use, or the success of Adviser's overall management of the Account. Client understands that investment decisions made for the Account by Adviser are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable.

7. Directions to the Adviser. All directions by the Client to the Adviser (including notices, instructions, directions relating to changes in the Client's investment objectives) shall be in writing (email notification will suffice). The Adviser shall be fully protected in relying upon any such direction, notice, or instruction until it has been duly advised in writing of changes therein.

8. Adviser Liability. 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.

If, during the term of this Agreement, the Adviser purchases specific individual securities for the Account at the direction of the Client (i.e. the request to purchase was initiated solely by the Client), the Client acknowledges that the Adviser shall do so as an accommodation only, and that the Client shall maintain exclusive ongoing responsibility for monitoring any and all such individual securities, and the disposition thereof. Correspondingly, the Client further acknowledges and agrees that the Adviser shall not have any responsibility for the performance of any and all such securities, regardless of whether any such security is reflected on any quarterly account reports prepared by Adviser.

The Client acknowledges that investments have varying degrees of financial risk, and that Adviser shall not be responsible for any adverse financial consequences to the Account resulting from any investment that, at the time made, was consistent with the Client's investment objectives.

The federal securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which the Client may have under any federal or state securities laws.

9. Proxies. Unless the Client directs otherwise in writing, 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. Adviser is authorized to instruct the Custodian to forward to Client copies of all proxies and shareholder communications relating to the Assets.

10. Reports. Adviser and/or Account custodian shall provide Client with periodic reports for the Account. In the event that the Adviser provides supplemental Account reports which include assets for which the Adviser does not have discretionary investment management authority, the Client acknowledges the reporting is provided as an accommodation only, and does not include investment management, review, or monitoring services, nor investment recommendations or advice. As such, the Client, and not the Adviser shall be exclusively responsible for the investment performance of any such assets or accounts. In the event the Client desires that the Adviser provide investment management services with respect to any such assets or accounts, the Client may engage the Adviser to do so for a separate and additional fee.

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. 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 may not be assigned (within the meaning of the Advisers Act) 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, and/or relevant state law.

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 Account. 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 incompetency 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. Client recognizes that the custodian may not permit any further Account transactions until such time as any

documentation required 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 of any dispute pertaining to Adviser's services under this Agreement, both Adviser and Client agree to submit the dispute to arbitration in accordance with the auspices and rules of the American Arbitration Association ("AAA"), provided that the AAA accepts jurisdiction. 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. 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 attorney's 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 2 of Form ADV. Client further acknowledges that he 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. Trade Errors. All Account trades are placed electronically or telephonically by Adviser. Adviser assumes responsibility for any Account losses for trading errors directly resulting from Adviser's failure to follow Adviser's trading procedures or from a lapse in Adviser's internal communications. In such instances, the Accounts(s) will be compensated for any such corresponding losses. However, the Client acknowledges that Adviser cannot and will not be responsible for Account errors and/or losses that occur where Adviser has used its best efforts (without direct failure on the part of Adviser) to execute trades in a timely and efficient manner. If a trade or some portion of a trade is not effected or an electronic "glitch" occurs which results in the Account not being traded at the same time or at the same price as others, and such occurrence is not a result of Adviser's failure to execute or follow its trade procedures, the resulting loss will not be considered a trading error for which Adviser is responsible. In addition, virtually all mutual funds, as disclosed in their prospectuses, reserve the right to refuse to execute trades if, in a fund's sole judgment, the trade(s) would jeopardize the value of the fund. Adviser has no authority to change, alter, amend, or negotiate any provision set forth in a mutual fund prospectus. The Client further acknowledges that Adviser cannot and will not be responsible for trades that are not properly executed by any clearing firm, custodian, mutual fund, or insurance company, when an order has been properly submitted by the Adviser. Finally, Adviser cannot be responsible for a unilateral adverse decision by a mutual fund or insurance company to restrict and/or prohibit mutual fund asset management programs.

18. 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.

19. 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.

20. Privacy Notice. The Client acknowledges prior receipt of the Adviser's *Privacy Notice*.

21. 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. In addition, to the extent not inconsistent with applicable law, the venue (i.e. location) for the resolution of any dispute or controversy between Adviser and Client shall be the County of Santa Clara, State of California.

22. 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.

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

Client Signature and Date

Client Signature and Date

BY: _____
Advisor of STAR, LLC dba ALTA FINANCIAL GROUP

Exhibit A

Annual Fee Schedule

Portfolio Management Services

Our fee for portfolio management services is based on a percentage of your assets we manage and is set forth in the following fee schedule:

Assets Under Management	Annualized Fee
Assets less than \$250,000	1.00%
\$250,001 to \$2,000,000	0.75%
\$2,000,001 to \$5,000,000	0.65%
\$5,000,001 and above	0.50%

Our annual portfolio management fee is billed and payable quarterly in advance based on the value of your account on the last business day of the previous quarter.

If the portfolio management agreement is executed at any time other than the first day of a calendar quarter, our fees will apply on a pro rata basis, which means that the advisory fee is payable in proportion to the number of days in the quarter for which you are a client. Our advisory fee is negotiable, depending on individual client circumstances.

At our discretion, we may combine the account values of family members living in the same household to determine the applicable advisory fee. For example, we may combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts. Combining account values may increase the asset total, which may result in your paying a reduced advisory fee based on the available breakpoints in our fee schedule stated above.

We will deduct our fee directly from your account through the qualified custodian holding your funds and securities. We will deduct our advisory fee only when you have given our firm written authorization permitting the fees to be paid directly from your account. Further, the qualified custodian will deliver an account statement to you at least quarterly. These account statements will show all disbursements from your account. You should review all statements for accuracy.

You may terminate the portfolio management agreement upon 30 days' written notice to our firm. You will incur a pro rata charge for services rendered prior to the termination of the portfolio management agreement, which means you will incur advisory fees only in proportion to the number of days in the quarter for which you are a client. If you have pre-paid advisory fees that we have not yet earned, you will receive a prorated refund of those fees.