

MCD ADVISORS  
CLIENT SERVICE AGREEMENT  
FOR

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(CLIENT NAME)

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(STREET)

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(CITY, STATE, ZIP)

INCEPTION DATE OF SERVICES: \_\_\_\_\_

## CLIENT SERVICE AGREEMENT

Client Services Agreement (the "Agreement") between MCD Advisors, ("MCD"), and  
\_\_\_\_\_ ("You" or "Your").

MCD is in the business of financial planning and You wish to employ MCD to provide financial advice, under the terms and conditions of this Agreement.

NOW, THEREFORE, MCD and You agree to the following:

1. Effective Date and Term: This Agreement shall commence on the date this Agreement is executed by MCD and shall continue until terminated by either party on 10 days prior written notice to the other party.

2. Services Provided by MCD: MCD shall provide advice regarding the allocation and investment goals including money market accounts, CDs, municipal and government securities, unit investment trusts, REITs, mutual funds, annuities, limited partnerships, insurance investments, and other investments introduced in the future based on MCD's analysis and interpretation of economic conditions, securities markets, and other investment issues. Generally, MCD will not provide advice on specific stock selections.

3. Securities Transactions: You understand and agree that MCD will not be providing any securities brokerage services as a result of or relating to MCD's engagement under this Agreement. You further understand and agree that all decisions relating to Your investment or trading activity will be made by a broker-dealer of Your own choosing. Trades which are executed in Your separate brokerage account will not be approved or disapproved by MCD. You hereby agree to indemnify and hold MCD and its officers, directors, agents, and controlling persons harmless from all loss, cost, indebtedness, and liabilities arising from executions or Your account activity by Your chosen broker-dealer. You additionally understand and acknowledge that You alone will bear all risk of investments in Your portfolio. MCD, its officers, directors, agents, and controlling persons will not be held liable for any losses suffered by You except such losses as may result directly from willful misconduct or gross negligence on the part of MCD.

4. Fees: You will pay MCD in one of the following ways:  
an hourly fee of \$200 @ \_\_\_\_\_ ( number of hours)  
a financial plan fee of \_\_\_\_\_  
a retainer fee of \_\_\_\_\_

In the case of hourly charges, MCD will provide an estimate before commencing. You understand and agree that such statement is only an approximation and the total fee for the work done structuring and executing Your portfolio may be higher or lower based on the actual number of hours involved. In the event a significant amount of additional time is needed to complete the structure and execution of Your portfolio due to circumstances not readily foreseen by MCD, MCD will then provide You with a separate approximation for the additional time expected to be incurred. In any event, payment is expected upon completion of MCD's services.

5. Prior Performance: You understand that the past performance of any investments recommended by MCD should not be construed as an indication of future results, which may prove to be better or worse than the past. MCD makes no promises, representations, or warranties that any of its services will result in a profit to You.

6. Liability of MCD: MCD will be relying on information supplied by You and other third parties which MCD reasonably believes to be reliable and, therefore, MCD will be liable only for wrongful acts or omissions which are willful or intentional, or which constitutes a violation of any duty owed You by MCD under applicable statutes, rules, or regulations. Nevertheless, federal and state 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 You may have under any federal or state securities laws. In no event shall MCD be liable for any act or omission of any third party providing services for You pursuant to this Agreement or any other agreement, including a broker-dealer. You specifically acknowledge that none of such persons or entities are agents or servants of MCD for any purpose.

8. Arbitration: (A) You should be aware that the following conditions apply to the agreement to arbitrate set forth in subparagraph (B) below:

- (i) arbitration is final and binding on the parties;
- (ii) the parties are waiving their right to seek remedies in court, including the right to jury trial;
- (iii) pre-arbitration discovery is generally more limited than and different from court proceedings;
- (iv) the arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited; and
- (v) the panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities or insurance industry.

(B) Any controversy or claim arising out of or relating to this Agreement, or the construction or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial arbitration rules relating to securities disputes then in effect, and judgment on the award rendered by the arbitrator(s) shall be final and may be entered in any court having jurisdiction thereof. 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 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; or (ii) the class is decertified; or (iii) You are 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. The place of arbitration shall be New York, New York.

9. Entire Agreement: This Agreement constitutes the entire agreement between You and MCD, and may be modified only by written agreement signed by both You and MCD.

10. Assignment: This Agreement may not be assigned by any party without the prior written consent of the other party.

11. Disclosures: MCD agrees to deliver with an executed copy of this Agreement a copy of Part II of MCD's current SEC form ADV upon entering into this Agreement. You shall have the right to terminate this Agreement without penalty within five (5) days of the date You receive MCD's Form ADV, Part II or equivalent brochures.

12. Governing Law: This Agreement is governed by the laws of the State of New York, without giving effect to its conflict of law principles.

IN WITNESS WHEREOF, the parties have affixed their signatures below on the dates opposite their signatures.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION ON PAGE 3, IN PARAGRAPH 8.

Date: \_\_\_\_\_

\_\_\_\_\_

Client Name: \_\_\_\_\_

MCD ADVISORS, LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: Marie DeCaprio

Title: Managing Member